1025

Mr Justice Miller

SUPREME COURT OF THE UNITED STATES.

No. ~~243.~~ 122.

THE BARK REINDEER, HER CARGO, &c., DAVID M. COGGESHALL, JAMES E. WARD, SAMUEL SHEPHARD, AND HENRY P. BOOTH, CLAIMANTS AND APP'TS,

vs.

THE UNITED STATES.

APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR THE DISTRICT OF RHODE ISLAND.

GOVERNMENT PRINTING OFFICE.

Slaver Affirmed C. J.

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1 At a circuit court of the United States, holden at Newport, within and for the Rhode Island district, on the fifteenth day of June, A. D. 1862, before Hon. Nathan Clifford, associate justice of the Supreme Court of the United States for the first circuit, the following appeal in admiralty was appealed from said court to the Supreme Court of the United States, at its December term thereof, A. D. 1862.

2 At a district court of the United States, holden at Providence, within and for the district of Rhode Island, on the first Tuesday of August, A. D. 1861, before Hon. John Pitman, district judge of the United States for said district, the following libel in admiralty was appealed from said court to the circuit court of the United States for said district at its November term thereof, A. D. 1861.

3 *Libel.*

UNITED STATES OF AMERICA.

DISTRICT OF RHODE ISLAND, *sc:*

To the Hon. John Pitman, judge of the district court of the United States for the district of Rhode Island:

The libel and information of Wingate Hayes, attorney of the United States for the district of Rhode Island, who prosecutes in this behalf for the said United States, and being present here in court in his own proper person, in the name and on behalf of the said United States against the bark Reindeer, her tackle, apparel, furniture, and appurtenances, and goods and effects found on board thereof in a certain cause of seizure and forfeiture, alleges and informs as follows:

First. That a certain bark or vessel called the Reindeer, of the burthen of two hundred and forty-eight tons, being the property of a citizen or citizens of the United States, was heretofore, to wit, on or about the twenty-sixth day of January, in the year of our Lord one thousand eight hundred and sixty-one, by some person or persons, being a citizen or citizens of the United States, or residing within the same, to the said attorney unknown, for himself or themselves or for some other person or persons, either as master, factor or factors, owner or owners, fitted, equipped, and prepared, within a port of the United States, that is to say, within the port of New York and within the jurisdiction of the United States, for the purpose of carrying on trade or trafic in slaves to some foreign country to the

4 said attorney unknown, contrary to the form and statute of the United States in such case made and provided, being the first section of the act of Congress approved on the 22d day of March, 1794, entitled "An act to prohibit the carrying on the slave trade from the United States to any foreign place or country."

Second. That the said bark called the Reindeer, being the property of a citizen of the United States, was heretofore, to wit, on or about the twenty-sixth day of January, in the year of our Lord one thousand eight hundred and sixty-one, by one William H. Cunningham, being a citizen of the United States, as master, for himself or for others, fitted, equipped, and prepared within the port of New York, and within the jurisdiction of the United States, for the purpose of carrying on trade or traffic in slaves to some foreign country to the said attorney unknown, contrary to the form of the statute of the said United States in such case provided, being the first section of the act of Congress in the preceding articles mentioned.

Third. That the said bark called the Reindeer, being the property of a citizen of the United States, was heretofore, to wit, on or about the twenty-sixth day of January, in the year of our Lord one thousand eight hundred and sixty-one, by the said William H. Cunningham, he being a citizen of the United States, caused to sail from the port of New York, being a port within the United States, for the purpose of carrying on trade or traffic in slaves to some foreign country to the said attorney unknown, contrary to the form of the statute of the United States in such case made and provided, being the first section of the act of Congress in the first article of this libel mentioned.

Fourth. That the said bark called the Reindeer, being the property of some citizen of the United States, was heretofore, to wit, on or about the twenty-sixth day of January, in the year of our Lord one thousand eight hundred and sixty-one, by the said William H. Cunningham, being a citizen of the United States, for himself, as master of said bark, fitted, equipped, and prepared within the said port of New York, for the purpose of procuring from some foreign kingdom, place, or country, to the said attorney unknown, the inhabitants of such kingdom, place, or country, to be transported to some foreign country, port, or place, to the said attorney unknown, and to be sold and disposed of as slaves, contrary to the form of the statute of the United States, being the first section of the act of Congress in the first article of this libel mentioned.

Fifth. That the said bark called the Reindeer, being the property of one Pierre L. Pearce, a citizen of the United States, was, on or about the twenty-sixth day of January, in the year of our Lord one thousand eight hundred and sixty-one, by the said William H. Cunningham, being a citizen of the United States, and other person or persons to the said attorney unknown, being a citizen or citizens of the United States, caused to sail from the said port of New York, being a port within the said United States, for the purpose of procuring from some foreign kingdom, place, or country, to the said attorney unknown, the inhabitants of such kingdom, place, or country, to be transported to some foreign country, port, or place, to the said attorney unknown, and to be sold or disposed of as slaves, contrary to the form of the statute in such case made and provided, being the first section of the aforesaid act of Congress, approved on the 22d day of March, 1794.

Sixth. That the said bark called the Reindeer, owned by a citizen of the United States, was heretofore, to wit, on or about the first day of July, in the year of our Lord one thousand eight hundred and sixty-one, employed and made use of by the said William H. Cunningham, so being a citizen of the United States, in the transportation and carrying of slaves from some foreign country or place, to the said attorney unknown, to some other foreign country or place, to the said attorney unknown, contrary to the form of the statute of the United States in such case made and provided, being the first section of the act of Congress, approved on the 10th day of May, 1800, entitled "An act in addition to the act entitled 'An act to prohibit the carrying on the slave trade from the United States to any foreign place or country.'"

Seventh. That the said bark called the Reindeer, owned by Pierre L. Pearce, a citizen of the United States, heretofore, to wit, on or about the twenty-sixth day of January, in the year of our
6 Lord one thousand eight hundred and sixty-one, was by the said William H. Cunningham, a citizen of the United States, for himself, as master, and for some other person or persons, being a citizen or citizens of the United States, to the said attorney unknown, as owner or owners, factor or factors, fitted, equipped, and prepared within the port of New York, being a port within the jurisdiction of the United States, for the purpose of procuring negroes, mulattoes, or persons of color, from some foreign kingdom, place, or country, to the said attorney unknown, to be transported to some other port or place, to the said attorney unknown, to be held, sold, or otherwise disposed of as slaves, or to be held to service or labor, contrary to the form of the statute of the United States in such case made and provided, being the second section of the act of Congress, approved April 20th, 1818, entitled "An act in addition to an act to prohibit the introduction of slaves into any port or place within the jurisdiction of the United States, from and after the first day of January, in the year of our Lord one thousand eight hundred and eight;" and to repeal certain parts of the same.

Eighth. That the said bark Reindeer, being the property of and owned by a certain person or certain persons, being a citizen or citizens of the United States, or residing therein, was heretofore, to wit, on or about the twenty-sixth day of January, in the year 1861, by the said William H. Cunningham, a citizen of the United States, fitted, equipped, and prepared, and caused to sail from the said port of New York, a port within the jurisdiction of the United States, for the purpose of procuring negroes, mulattoes, and persons of color, from some foreign kingdom, place and country, to the said attorney unknown, to be transported to some port or place to the said attorney unknown, to be held, sold, or otherwise disposed of as slaves, or to be held to service or labor, contrary to the form of the statute of the United States in such case made and provided, being the second section of the act of Congress in the seventh article of this libel mentioned.

Ninth. That the said bark Reindeer, being the property of a cer-

tain citizen or certain citizens of the United States, or residing therein, and said bark being of the burthen of two hundred and forty-eight tons, was heretofore, to wit, on or about the twentieth
7 day of July, A. D. 1861, by some person or persons, being a citizen or citizens of the said United States, or residing therein, to the said attorney unknown, for himself or themselves, or for some other person or persons, either as master, factor or factors, owner or owners, fitted, equipped, and prepared, within a port of the United States, that is to say, within the port of New York, and within the jurisdiction of the said United States, for the purpose of carrying on trade or traffic in slaves to some foreign country to the said attorney unknown, contrary to the form of the statute of the United States in such case made and provided, and contrary to provisions of the first section of the act of Congress, approved March 22d, 1794, entitled "An act to prohibit the carrying on the slave trade to any foreign place or country."

Tenth. That the said bark Reindeer, being the property of and owned by one Pierre Pearce, of New York, and a citizen of the United States, or residing therein, was heretofore, to wit, on or about the twenty-sixth day of January, in the year 1861, by the said Pierre L. Pearce, so being a citizen of the United States, as owner for himself, fitted and equipped and prepared within the port of New York, in the said United States, for the purpose of carrying on trade or traffic in slaves to some foreign country to the said attorney unknown, contrary to the form of the statute of the United States in such case made and provided, and being the first section of the act of Congress in the first article of this libel mentioned.

Eleventh. That the said bark Reindeer, being the property of a citizen or citizens of the United States or resident therein, was heretofore, to wit, on or about the twenty-sixth day of January, in the year 1861, by the said Pierre L. Pearce, being a citizen of the United States, caused to sail from the said port of New York, within the said United States, for the purpose of carrying on trade or traffic in slaves in some foreign country to the said attorney unknown, contrary to the form of the statute in such case made and provided, being the first section of the said act of Congress in the first article of this libel mentioned.

Twelfth. That the said bark Reindeer, being owned by and the property of a certain citizen or citizens of the United States,
8 was heretofore, to wit, on or about the twenty-sixth day of January, in the year 1861, by the said Pierre L. Pearce, for himself as owner, and by a certain other person or persons to the said attorney unknown, the said Pearce and the said other person or persons being citizens of the United States, or residing within the same, the said other person or persons as owner or owners, factor or factors, for himself and themselves, fitted, equipped, and prepared, within the said port of New York, for the purpose of procuring from some foreign kingdom, place or country, to the said attorney unkown, the inhabitants of such kingdom, place or country, to be transported to some foreign country, port or place, to the said attorney unknown,

and to be sold and disposed of as slaves, contrary to the form of the statute in such case made and provided, being the first section of the act of Congress in the first article of this libel mentioned.

Thirteenth. That the said bark Reindeer, being the property of certain citizens of the United States, or resident therein, was on or about the twenty-sixth day of January, in the year 1861, by the said Pierre L. Pearce, a citizen of the United States, or resident therein, and by a certain other person or certain other persons, being a citizen or citizens of the United States, to the said attorney unknown, caused to sail from a certain port within the United States, to wit, the port of New York, for the purpose of procuring from some foreign kingdom, place or country, to the said attorney unknown, the inhabitants of such kingdom, place or country, to be transported to some foreign country, port or place, to the said attorney unknown, and to be sold or disposed of as slaves, contrary to the form of the statue in such case made and provided, being the first section of the act of Congress approved on the 22d day of March, 1794, and in the first article of this libel mentioned.

Fourteenth. That the bark Reindeer, being the property of a certain citizen or citizens of the United States, heretofore, to wit, on or about the twenty-sixth day of January, in the year 1861, was by a certain person or persons, being citizen or citizens of the United States, or residing therein, to the said attorney unknown, caused to sail from a certain port in the United States, to wit, from the port of New York,

9 for the purpose of procuring from some foreign kingdom, place or country, to the said attorney unknown, the inhabitants of such kingdom, place or country, to be transported to some foreign country, port or place, to the said attorney unknown, and to be sold and disposed of as slaves, contrary to the form of the statute in such case made and provided, being the first section of the act of Congress in the first article of this libel mentioned.

Fifteenth. That the said bark Reindeer, being the property of a citizen or citizens of the United States, was heretofore, to wit, on or about the 30th day of January, A. D. 1861, employed and made use of by the said Pierre L. Pearce, so being a citizen of the United States, in the transportation and carrying of slaves from some foreign country or place to the said attorney unknown, to some other foreign country or place to the said attorney unknown, contrary to the form of the statute in such case made and provided, being the first section of the act of Congress approved on the 10th day of May, 1800, entitled "An act in addition to the act entitled 'An act to prohibit the carrying on the slave trade from the United States to any foreign place or country.'"

Sixteenth. That the said bark Reindeer, being owned by a citizen or citizens of the United States, heretofore, to wit, on or about the twenty-sixth day of January, in the year 1861, was by him, the said Pierre L. Pearce, for himself as owner, fitted, equipped, loaded, and prepared, in the port of New York, in the southern district of New York, and within the jurisdiction of the United States, for the purpose of procuring negroes, mulattoes, or persons of color, from some

foreign kingdom, place or country, to the said attorney unknown, to be transported to some other port or place to the said attorney unknown, to be held, sold, or otherwise disposed of as slaves, or to be held to service or labor, contrary to the form of the statute in such cases made and provided, being the second section of the act of Congress, approved on the 20th day of April, 1818, entitled an "An act in addition to an act to prohibit the introduction of slaves into any port or place within the jurisdiction of the United States, from and after the first day of January in the year of our Lord one thousand eight hundred and eight," and to repeal certain parts of the same.

Seventeenth. That the said bark Reindeer, being the property
10 of certain citizen or citizens of the United States, heretofore, to wit, on or about the twenty-sixth day of January, in the year 1861, was by him, the said Pierre L. Pearce, a citizen of the United States, for himself as owner, and by a certain person or certain persons, being a citizen or citizens of the United States, to the said attorney unknown, as owner or owners, factor or factors, fitted, equipped, loaded, and prepared, in the said port of New York, within the jurisdiction of the United States, for the purpose of procuring negroes, mulattoes, or persons of color, from some foreign kingdom, place, or country, to the said attorney unknown, to be transported to some other port or place to the said attorney unknown, to be held, sold, or otherwise disposed of as slaves, or to be held to service or labor, contrary to the form of the statute of the United States in such case made and provided, being the second section of the act of Congress in the sixteenth article of this libel mentioned.

Eighteenth. That the said bark Reindeer, so owned as last aforesaid, was heretofore, to wit, on or about the twenty-eighth day of January, in the year of our Lord 1861, by the said Peirre L. Pearce, being a citizen of the United States, or resident therein, and for himself as owner, fitted, equipped, loaded, and prepared, and caused to sail from the said port of New York, within the jurisdiction of the United States, for the purpose of procuring negroes, mulattoes, and persons of color, from some foreign kingdom, place, or country, to the said attorney unknown, to be transported to some port or place to the said attorney unknown, to be held, sold, or otherwise disposed of as slaves, or to be held to service or labor, contrary to the form of the statute in such case made and provided, being the second section of the act of Congress in the sixteenth article of this libel mentioned.

Nineteenth. That the said bark Reindeer, being owned by and the property of certain citizens of the United States, was heretofore, to wit, on or about the twenty-eighth day of January, in the year of our Lord one thousand eight hundred and sixty-one, by a certain person or persons, citizen or citizens of the United States, to the said attorney unknown, for himself or themselves, either as master, owner or owners, factor or factors, in a certain port or place within the jurisdiction of
the United States, to wit, the port of New York, fitted equipped,
11 loaded, and otherwise prepared, and from and out of said port caused to sail for the purpose of procuring negroes, mulattoes, and persons of color, from some foreign kingdom, place, or country,

to the said attorney unknown, to be held, sold, or otherwise disposed of as slaves, or to be held to service or labor, contrary to the form of the statute in such case provided, being the second section of said act of Congress, approved on the 20th day of April, 1818, in the sixteenth article of this libel mentioned.

Twentieth. That said bark called the Reindeer arrived at the port of Newport, within the district of Rhode Island, on or about the eleventh day of July, 1861, and was duly entered in the custom-house of the United States for said port; that William H. Cunningham was at said time her master, and that said bark thereafterwards, to wit, on the first day of August, A. D. 1861, at said port of Newport, and on waters navigable from the sea by vessels of ten or more tons burthen, and within the admiralty and maritime jurisdiction of the United States, and within the jurisdiction of this honorable court, seized by Seth W. Macy, esq., collector for the said port of Newport; and that he, the said Macy, now has said bark in his custody, as being forfeited, for carrying on trade, business, and traffic, contrary to the true intent and meaning of the act of Congress, approved on the 22d day of March, 1794, and the 20th of April, 1818; and in being employed in carrying on such trade, business, and traffic, contrary to the true intent and meaning of the said act, approved May 10th, 1800, and for other violations of said acts respectively, as hereinbefore mentioned; and that said bark has been, since time of said seizure, and now is, lying in said port of Newport, in said district of Rhode Island, and within the jurisdiction of said court.

Twenty-first. That by reason of the premises, and by force of the statutes in such case made and provided, the said bark called the Reindeer, together with her tackle, apparel, furniture, appurtenances, guns, and the goods and effects found on board thereof, have become forfeited.

Twenty-second. That all and singular the premises are and were true and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

Wherefore the said attorney prays the usual process of attachment against the said bark, her tackle, apparel, and furniture, and
12 appurtenances, and goods, and effects, and the monition of this honorable court in this behalf to be made, and that all persons interested in the said bark or in her tackle, apparel, furniture, guns, appurtenances, or the goods and effects found on board thereof, may be cited to answer the premises, and all due proceedings being had, that the said bark, with her tackle, apparel, furniture, guns, appurtenances, goods, and effects, found on board thereof, may, for the causes aforesaid, and others appearing, be condemned by the definitive sentence and decree of this honorable court as forfeited to the use of the United States, according to the form of the statutes in such case made and provided.

WINGATE HAYES,
Attorney of the United States for the District of Rhode Island.

Order of court thereon.

DISTRICT COURT, *August term*, 1861.

Examined and allowed, and let a warrant and monition issue returnable at an adjournment of the district court at Providence, on Tuesday, the 27th of August, 1861.

JOHN PITMAN, *District Judge.*

Warrant and monition.

THE UNITED STATES OF AMERICA,
Rhode Island District, sc:

The President of the United States of America to the marshal of said
[SEAL.] district, or to his deputy, greeting:

Whereas a libel of information has been filed in the district court of the United States for said district, on the 7th day of August, A. D. 1861, by Wingate Hayes, esq., attorney of the United States for the district of Rhode Island, in behalf of the United States, against the bark Reindeer, her tackle, apparel, furniture, and appurtenances, guns, goods, and effects found on board, in a cause of seizure and forfeiture; and praying that the usual process and monition of said court in that behalf be made, and that all persons interested in said bark Reindeer, her tackle, apparel, and furniture, appurtenances, guns, goods, and effects found on board thereof, may be cited
13 to appear and show cause, if any they have, why the same should not be forfeited to the use of the United States:

You are therefore hereby ordered to arrest and take custody of the said bark Reindeer, her tackle, apparel, furniture, guns, goods, and effects found on board thereof, and to cite all persons lawfully interested in the same, by causing a true and attested copy of this warrant to be posted on one of the masts of said bark Reindeer, and also by causing the substance of this warrant to be published in the Providence Daily Journal and Newport News, and show cause why the said bark Reindeer, her tackle, apparel, and furniture, appurtenances, guns, goods, and effects should not be condemned, as prayed for in said libel of information, at a district court to be holden at Providence on the 27th day of August next, at 10 o'clock a. m., at the district court-rooms.

Hereof fail not, but make true return of this warrant with your doings by virtue hereof.

Witness the Hon. John Pitman, our district judge, at Providence, this 7th day of August, A. D. 1861.

HENRY PITMAN, *Clerk.*

Marshal's return.

UNITED STATES OF AMERICA,
Rhode Island District, sc:

AUGUST 7TH, 1861.

I have this day arrested and taken custody of the said bark Reindeer, her tackle, apparel, and furniture, guns, goods, and effects found on board thereof, and have cited all persons lawfully interested in the same, by causing a true and attested copy of this warrant to be posted on one of the masts of said bark Reindeer, and also by causing the substance of this warrant to be published in the Providence Daily Journal and Newport News, to appear and show cause why the said bark Reindeer, her tackle, apparel, and furniture, appurtenances, guns, goods, and effects should not be condemned, as prayed for in said libel of information, at a district court to be holden at Providence, on the 27th day of August next, at 10 o'clock a. m., at the district court-rooms, as commanded.

ALBERT SANFORD,
U. S. Marshal.

14 Whereupon, on said 28th day of August, 1861, the following claim was filed:

Claim of Gregorio Tejedor.

And now Gregorio Tejedor, owner of the cargo and goods and effects on board of said bark, and charterer of said bark Reindeer, her tackle, apparel, furniture, and appurtenances, intervening for the interest of himself in the said cargo, &c., vessel, &c., appears before the honorable court and makes claim to said cargo and vessel. &c., as the same are attached by the marshal under process of this court at the instance of the United States of America.

And the said Gregorio Tejedor avers that he was in possession of the said vessel and cargo, &c., at the time of the attachment thereof, and that the person above named, Gregorio Tejedor, is the true and bona fide owner of the said cargo, &c., and charterer of said vessel, and that no other person is the owner of said cargo, or charterer of said vessel; wherefore he prays to defend accordingly.

GREGORIO TEJEDOR.

Sworn to and subscribed this 19th day of August, A. D. 1861, before me.

HENRY C. BANKS,
Notary Public, and ex officio U. S. Commissioner,
[SEAL.] *New York City, and County, and State.*

VAN ZANDT & RICE,
Proctors for Claimants.

And said cause being continued to the 2d day of September, 1861, the following claim and answers were also filed:

Claim and answer of David M. Coggeshall, et als.

The claim and answer of David M. Coggeshall, sheriff of the county of Newport, and Henry P. Booth and James E. Ward, Samuel Shepherd and Henry P. Booth, attaching creditors to the libel of the United States *vs.* The bark Reindeer.

15 *First.* The respondents deny all the statements in the first article of the libel contained, except that the said vessel, at the time stated, was owned by a citizen of the United States.

Second. The respondents deny all statements in the 2d, 3d, and 4th articles of the said libel, and each of them.

Third. The respondents deny all the statements in the fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, and thirteenth articles of said libel contained, except that said vessel was, at the time therein stated, owned by Pierre L. Pearce, a citizen of the United States.

Fourth. The respondents deny the allegations in the fourteenth article of the libel contained, except that the said vessel sailed from New York.

Fifth. The respondents deny all the allegations in articles fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth.

Sixth. The respondents admit that said bark, on the 11th of July, 1861, entered Newport, but deny that on the 4th of August inst. she was seized as stated in the twentieth article of said libel.

Seventh. The respondents deny that by reason of anything in said article contained the said bark became or is forfeited.

Eighth. The respondents, in further answer to the said libel, say that the respondent, David M. Coggeshall, was, on the 1st day of July, 1861, and ever since has been, and yet is, sheriff of the county of Newport, in the State of Rhode Island; that on the 20th July, 1861, and again on the 26th July, 1861, in Newport aforesaid, and within his county, he seized and attached the said bark, her cargo, apparel, and furniture, by virtue of several attachments duly issued out of the supreme court of the State of Rhode Island; that by virtue thereof, he at the times aforesaid became possessed of said bark, her apparel, furniture, and cargo, and ever since has held, and yet holds, the same; that said several processes have not been in any manner set
16 aside, vacated, avoided, or suspended, and by reason of the premises he insists that this court has no jurisdiction of the said vessel, her tackle, apparel, furniture, or cargo.

Ninth. The respondents, for further answer, say that the several acts in said libel charged are stated to have been done in the port of New York, and not within the district of Rhode Island. Wherefore they aver that this court has no jurisdiction of the several acts which are charged as cause of forfeiture.

HENRY P. BOOTH.
JAMES E. WARD.
DAVID M. COGGESHALL, *Sheriff.*

ABRAHAM PAYNE,
Proctor.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

On this 31st day of August, 1861, before me personally appeared Henry P. Booth and James E. Ward, two of the foregoing claimants, who, being duly and severally sworn, did depose and say that he had heard read the foregoing answer to the libel in this case, and that he knew the contents thereof, and that the same is true of his own knowledge, except as to those matters which are therein stated on information or belief, and as to those matters he believes it to be true.

JAMES E. WARD.
HENRY P. BOOTH.

Sworn before me this 31st day of August, 1861.
[SEAL.] CHAS. W. NEWTON,
U. S. Com'r for the Southern Dist. of New York.

UNITED STATES OF AMERICA,
Rhode Island District, ss:

On the 2d day of September, A. D. 1861, before me personally appeared David M. Coggeshall, sheriff, one of the foregoing claimants, who, being duly sworn, did depose and say that he had read the foregoing answer to the libel in the case, and that he knew the contents thereof, and that the same is true of his own knowledge,
17 except as to those matters which are therein stated on information and belief, and as to those matters he believes it to be true.

DAVID M. COGGESHALL, *Sheriff.*

Sworn before me this 2d day of September, A. D. 1861.
[SEAL.] JAMES H. PARSONS,
U. S. Com'r for the Dist. of R. Island.

Answer of Gregorio Tejedor.

The answer of Gregorio Tejedor, claimant of the bark Reindeer, her tackle, apparel, furniture, and appurtenances, goods and effects, found on board, who resides in Havana, in the island of Cuba, respectfully shows to this court:

First. That the said Gregorio Tejedor has duly claimed said vessel, her tackle, &c., &c., the goods and effects on board thereof.

Second. That the said Gregorio Tejedor, claimant as aforesaid, denies each and every statement in each and every article of said libel contained.

Third. That all and singular the statements aforesaid, in this answer contained, are true.

Wherefore the said Gregorio Tejedor, claimant as aforesaid, prays the libel herein may be dismissed with costs, and for such other relief as may be just.

GREGORIO TEJEDOR.

Sworn to before me this 19th day of August, 1861.

[SEAL.]

HENRY C. BANKS,
Notary Public and ex-officio U. S. Com'r,
New York City, County, and State.

To the foregoing claims and answers, by order of the court, the following stipulation for costs were filed:

Stipulations on claim of Tejedor.

Whereas a libel was filed in this court on the 7th of August, A. D. 1861, by Wingate Hayes, attorney of the United States for the district of Rhode Island, in behalf of the United States, against the bark Reindeer, her tackle, apparel, and furniture, appurtenances, guns, goods, and effects, found on board, in a cause of seizure and forfeiture, for the reasons and causes in said libel mentioned, and praying the usual process and monition of said court in that behalf to be made, and that all persons interested in said bark Reindeer, her tackle, &c., goods and effects found on board, may be cited to appear and show cause, if any they have, why the same should not be forfeited to the uses of the United States, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimant or his securities, execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands.

And whereas, also, a claim has been filed in said cause by Gregorio Tejedor, as charterer of said vessel, and owner of the cargo laden on board thereof: Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimant above named shall pay all costs and expenses which shall be awarded against him by the final decree of this court, or upon appeal by the appellate court.

GREGORIO TEJEDOR.
GEO. W. HALL.

Taken and acknowledged this 19th day of August, 1861, before me.

[SEAL.]

HENRY C. BANKS,
Notary Public, and ex officio U. S. Com'r,
South. Dist. of New York.

UNITED STATES OF AMERICA,
Rhode Island District, sc:

Geo. W. Hall, party to the above stipulation, being duly sworn, doth depose and say that he is worth the sum of two hundred and fifty dollars over and above all his just debts and liabilities.

GEORGE W. HALL.

Sworn to this 19th day of September, 1861, before me.

HENRY PITMAN,
Cl'k Dist. Court, R. I. Dist.

Taken and acknowledged by Geo. W. Hall this 19th day of September, 1861, before me.

HENRY PITMAN,
Cl'k Dist. Court, R. I. Dist.

19 *Stipulation on claims of Coggeshall et als.*

Whereas a libel was filed in this court on the 7th day of August, in the year of our Lord one thousand eight hundred and sixty-one, by the United States of America, by Wingate Hayes, district attorney, against the bark Reindeer, for the reasons and causes in said libel mentioned; and whereas a claim has been filed in said cause by Henry P. Booth and James E. Ward, of the city of New York, and David M. Coggeshall, of Newport, and the said Henry Booth, James E Ward and David M. Coggeshall, and Edward Pearce, of Providence, their surety, the parties hereto hereby consenting that, in case of default or contumacy on the part of the claimants or their surety, execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned are, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by a final decree of this court, or by any interlocutory order in the process of this suit, or upon an appeal by the appellate court.

HENRY P. BOOTH,
Per his Att'y, A. Panye.
JAS. E. WARD,
Per his Att'y, A. Payner.
DAVID M. COGGESHALL,
Per his Att'y, A. Poyne.
EDWARD PEARCE.

Taken and acknowledged this 10th day of September, 1861, before me.

JAMES H. PARSONS,
U. S. Com'r for R. I. Dist.

And said cause being further continued until the 1st of October, 1861, the following replication is entered:

Replication.

The libellants in said cause comes and says:

First. That notwithstanding the denials and averments in the answers of the claimants in said cause, all and singular the allegations in said libel are true.

20 *Second.* That he denies that said bark, her tackle, apparel and furniture and cargo, have, ever since the 20th day of July,

A. D.1861, been held by the claimant, David M. Coggeshall, sheriff, as in the 8th article of his answer thereto is alleged.

Third. That it is not true, as stated in the 9th article of said answer, that all the several acts in said libel charged are therein stated to have been done in the port of New York.

W. HAYES,
U. S. Dist. Attorney.

Said cause is thereupon called for hearing, and heard upon the following evidence:

During the progress of the hearing the following claim was entered:

Claim of Spanish vice-consul.

To the Hon. John Pitman, judge of the district court of the United States for the district of Rhode Island:

I, Luis Lopez de Arze y Noel, vice-consul of her Catholic Majesty, the Queen of Spain and the Indies for the port of Boston, and the ports of Massachusetts, Rhode Island, Connecticut, New Hampshire and Vermont, in the name of the Queen, and representing herein said States, intervening for the government of her Catholic Majesty the Queen of Spain, &c., appears before this honorable court and claims the said bark Reindeer, her tackle, apparel, furniture and appurtenances, and the cargo on board of said vessel, as the property of Gregorio Tejedor, a Spanish citizen.

And thereupon said claimant prays that this honorable court may be pleased to decree that the same may be delivered to your claimant's said government, to this claimant, the consular agent thereof in this jurisdiction, or otherwise, as right and justice may demand in the premises.

LUIS LOPEZ DE ARZE Y NOEL,
Vice-Consul of H. C. M., in Boston, &c.

Sworn to this 9th day of October, 1861, before me.

HENRY PITMAN,
Cl'k Dist. C't R. I. Dist.

Deposition of James Connelly.

And the said James Connelly, being about the age of —— years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said James Connelly, and he did thereupon depose, testify, and say as follows:

I am a painter in the city of New York. I was employed last Jan-

uary to do some work on the bark Reindeer. The captain employed me. I painted the outside of the vessel. My bill was between twenty and twenty-five dollars, and paid by Pearce.

JAMES CONNELLY.

Sworn to September 28th, 1861, before

JOHN A. OSBON,

United States Commissioner for the southern district of New York.

Deposition of Robert Murray.

And the said Robert Murray, being about the age of —— years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Murray, and he did thereupon depose, testify, and say as follows, viz:

I was harbor-master in last January; gave the Reindeer a berth at pier 9, East river. When Mr. Pearce made application for a berth, he said he had a bark that he wished to procure berth for; that he was going to load for Havana, and that she would be down at a particular time, and she was not down at the time. I put a small schooner in the berth for the time.

Cross-examined.

Mr. Pearce was a ship chandler there—*i. e.*, he kept store and chandlery. I know of Mr. Vassar & Co., at Poughkeepsie; I have seen Mr. Vassar & Co.; is a large beer house; Peter Hanway, shippers; I know that there is such a house; D & A st.; I know that there is such a house; all these houses are respectable, I think.

ROBT. MURRAY.

Sworn to Sept. 28. 1861, before

JOHN A. OSBON,

U. S. Com'r, Southern District, New York.

22 *Deposition of George W. Curtis.*

And the said George W. Curtis, being about the age of —— years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Curtis, and he did thereupon depose, testify, and say as follows, viz:

I am a clerk for P. L. Pearce. I was in his employ last January. I was out of town the whole month of May last. When I left I left Mr. J. E. Ward in my place as clerk, and to take charge of the business. I think I gave him a written authority to act in my place. (A letter produced and put in evidence, marked "Exhibit A," annexed.) I recognize the shipping of the goods and the writing of the letter as valid, and within the scope given by me to him. I am not a partner of Mr. Pearce. I was not at the time the letter was written.

I had no business connection with Mr Pearce as clerk. I was not

specially authorized to send goods by the B. Watson. When I went away I don't know that the vessel was here. I was authorized to transact whatever business was necessary—I mean to carry on Mr. Pearce's affairs. Mr. Pearce shipped goods to Havana whenever they were ordered. I don't know that goods mentioned in the letter was paid for. I returned to the city in the latter part of July.

Cross-examined by Mr. Dean.

I left this city on the 21st of April, and went to Washington; went in the army; 71st regiment. When I left, Mr. Pearce was on his way to Cuba, or in Cuba. He left New York in the latter part of February, I think. I gave Mr. Ward power of attorney. I knew nothing about the shipping of goods on B. Watson.

List of stores put in evidence, marked Exhibit "R," annexed, which were shipped in the Reindeer in January last, when she sailed for Havana. This list are the ordinary stores for such a voyage. I understand that ship stores put on the manifest pay duty going into Havana, while ship stores not on the manifest do not pay duty because they don't go ashore.

GEORGE W. CURTIS.

Sworn to Sept. 28th, 1861, before

JOHN A. OSBON,
U. S. Com'r, South'n Dist. of New York.

23 EXHIBIT "A."

NEW YORK, *May 10th*, 1861.

Capt. W. H. CUNNINGHAM,
Care Perez & Martinez, Havana:

DEAR SIR: Enclosed you will find B—L and invoice pr. 14 pkgs. stores shipped per schr. B. Watson, Capt. Willeby, and consigned to you by order of P. L. Pearce.

I have made arrangements with Capt. Willeby for him *not* to put these goods on his manifest; you had better see him immediately after his arrival, and arrange details.

Yours, &c.,

GEORGE W. CURTIS,
per J. E. WARD.

EXHIBIT "B."

Store list bark Reindeer.

January 24.

To ½ ton coal,	¼ lb. nutmegs,
2 loads oak wood,	2 " ginger,
4 bbls. beef,	2 " pepper,
2 " pork,	2 " saleratus,
2 pieces smok'd beef,	2 " cream tartar,

	4 hams,		2 cans baking powder,
	1 tub lard, 50 lbs.,		5 galls. binnacle oil,
	50 lbs. butter,		1 " refined oil,
	1 cheese, 25 lbs.,		1 ball lamp wick,
	4 bbls. flour,		1 keg pickles, 2 galls.,
	½ " corn meal,		5 bottles H. radish,
	2 " P. bread,		2 " mustard,
	1 box crackers,		1 doz. ½ boxes sardines,
	50 lbs. rice,		1 bottle Worcestershire sauce,
	½ bush. split peas,		1 " pepper sauce,
	½ " beans,		5 galls. vinegar,
	5 lbs. tapioca,		1 doz. fowls,
	1 box maccaroni,		1 pig,
	3 lbs. corn starch,		1 bush. feed,
	100 " codfish,		3 bbls. potatoes,
	¼ bbl. No. 2 mackerel,		1 bush. vegetables,
	1 kit S. and tongues,		1 doz. cabbages,
24	1 bag salt, small,		4 loads wood,
	1 box tea, 6 lbs.,		1 Bath brick,
	50 lbs. coffee,		¼ gro. matches,
	50 " B. H. sugar,		½ bush. onions,
	½ box raisins,		1¼ gall. fluid,
	½ bush. apples,		1 piece fluid wick.
	25 " D. apples,		

Deposition of James Edsall.

James Edsall sworn :

My business is ship-carpenter, in New York ; I was employed in January last to make some repairs on the bark Reindeer ; I was *was* employed by Pierre L. Pearce ; she was placed on the dry dock, the old metal was taken off, the bottom secured, and the bottom re-sheathed and new metal ; she also received a new mizzenmast and sundry other less important items of repair. The bill of my firm amounting to about $500. Bill was paid by Mr. Pearce some two or three months after it was contracted. This was all the connection I had with the vessel in the way of repairs.

JAMES EDSALL.

Subscribed and sworn to before me this 28th day of September, 1861.

JOHN A. OSBORN,
U. S. Com'r, South'n Dist., New York.

Deposition of William B. Ferguson.

William B. Ferguson, being first cautioned and sworn, doth depose as follows, viz:

My business is block and pump making. I was employed to furnish some block and pump gear in January last, here in New York.

I think the captain ordered the work. I furnished between

twenty-five and thirty dollars' worth of block and pump gear. I also rivetted some deadeyes in the chain plates. My bill for work has not been paid yet. I have never called for it.

WILLIAM B. FERGUSON.

Subscribed and sworn to Sept. 28th, 1861, before
JOHN A. OSBON,
U. S. Com'r for South'n Dist., New York.

25 *Deposition of John Petrie.*

John Petrie, being first cautioned and sworn, doth depose as follows, viz:

I own and keep a dry dock in N. Y., at pier No. 52, East river. The bark Reindeer was placed on the dock on the 29th day of December, 1860. I don't remember who applied to me to have the vessel placed on the dock. She was on the dock probably not more than two days. My bill was $37. It was paid on the 8th of January. I don't recollect who paid it.

JOHN PETRIE.

Subscribed and sworn to Sept. 28th, 1861, before
JOHN A. OSBON,
U. S. Com'r South'n Dist., New York.

Deposition of James E. Ward.

1. Interrogatory 1st. Are you one of the firm of James E. Ward & Co., of New York city, and of whom does said firm consist, and what has been their business since December last?

Answer. I am a member of the firm of James E. Ward & Co., of New York city; said firm consists of myself, Samuel C. Sheppard and Henry P. Booth. Our business is that of shipping and commission merchants.

2. Interrogatory 2d. State whether or not the bark Reindeer was put up, advertised, despatched, or cleared by said firm for Havana in January last. State when she sailed on said voyage, and who went as master of her.

Answer. She was advertised by us as agents on her voyage to Havana. She sailed from this port about the last of January, 1861. Captain Cunningham was master.

3. Interrogatory 3d. State by whom said bark was then owned, and where said owner then and now lives, and at whose instance and request you or your firm acted, in advertising, putting up, despatching, and clearing said bark.

26 Answer. Pierre L. Pearce owned the bark Reindeer. Said Pearce then and now lived in Brooklyn, and was in business in New York city, and we acted as agents for him in what we did in despatching said vessel.

4. Interrogatory 4th. State whether or not you or your firm of James E. Ward & Co. have shipped, directly or indirectly, by any

other vessel, after the sailing of the Reindeer, as aforesaid, and before the 20th day of May last, any articles to Havana, for, on account of, or by order of Pierre L. Pearce. If yea, state when, by what vessel, to whom, and in detail of what said articles consisted.

Answer. Neither myself or my said firm shipped any article to the said Pearce, or by his order, to Havana at any time before the 28th of May, except what I shipped per the B. Watson early in May. I annex hereto a schedule of all the articles I so shipped; said schedule is marked "A," and signed by me.

5. Interrogatory 5th. State whether or not you or your firm aforesaid shipped or sent by the schooner B. Watson, sailing from New York about May 15th, 1861, to Havana, whether on her manifests or not, any provisions at the request or on account of, or that were ordered by the said Pierre L. Pearce, or by any one for him; if yea, state of what said provisions consisted, and the quantity thereof.

Answer. The articles shipped by me, as mentioned in the last answer, were shipped on an order from said Pearce, who was then in Havana. Said order was sent to the clerk of said Pearce, George W. Curtis, who had gone to Washington, and I executed the order for him. I ordered the captain of the B. Watson not to put them on the manifest, as they were not to be landed in Havana, but to be placed on board the Reindeer for use as ship stores. This order to leave them off the manifest was given to avoid the payment of duties in Havana, which in that port are very heavy.

JAMES E. WARD.

Sworn before me this 30th day of September, 1861.

CHAS. W. NEWTON,
U. S. Comm'r.

27 "A."

May 6.

To 2 barrels mess beef,	25 lbs. rice,
1 barrel prime pork,	50 lbs. codfish,
25 lbs. butter,	¼ barrel S. and tongues,
2 barrels flour,	2 lbs. saleratus,
1 barrel pilot bread,	½ lb. pepper,
3 hams,	¼ lb. cinnamon,
25 lbs. dried apples,	¼ lb. cloves,
25 lbs. coffee,	1 bag salt,
5 lbs. tea,	2 barrels potatoes,
½ bushel beans,	1 keg lard, 25 lbs.

JAMES E. WARD.

Sworn before me this 30th day of September, 1861.

CHAS. W. NEWTON,
U. S. Com.

Mr. Hayes, district attorney, here offered in evidence the register of the bark Reindeer, marked Exhibit A.

Manifest of vessel produced at custom-house, Newport, marked Exhibit B.

List of crew of Reindeer, filed in the custom-house, Newport, marked Exhibit C.

Certificate of consul general at Havana, of desertion of part of Reindeer's crew, marked Exhibit D.

Certificate of consul general at Havana, of shipment of part of Reindeer's crew, marked Exhibit E.

Shipping articles from New York to Havana, marked Exhibit F.

Copy of protest of bark Reindeer, entered at custom-house, Newport, marked Exhibit G.

Manifest of Reindeer's cargo from New York to Havana, marked Exhibit H.

28 LIBELLANT'S TESTIMONY.

Testimony of Seth W. Macy.

Was collector of Newport in July and August last. Age, 58. My chief business was following of seas, until within fourteen or fifteen years; concerned in navigation, until within eighteen months. Followed seas for thirty years in every capacity except cook; most of time as captain. Recollect arrival of Reindeer on 11th or 12th of July; put in in distress, and made protest.—(See Exhibit G.) Seized vessel for violation of law, in relation to slave trade, about 1st August, 1861, by order of district attorney. Put an officer on board. There was a revenue officer on board before. I ordered sails unbent, and put in place of safety.

I was there, occasionally, when cargo was removed; portion stored in the custom-house, that most liable to damage; balance on Commercial wharf; don't know whose store. Made examination of cargo, when on board, and compared with manifest, as far as circumstances would admit, without lifting cargo. Have examined vessel; judge 250 tons, more or less. Attention was called to quality and value of vessels. Generally speaking, keep run of rise and fall in value of vessels. I should judge the Reindeer, last January, from the stagnation in business, would not be worth more than 4,000 dollars.

From New York to Havana, a vessel of the build of the Reindeer would take twelve days. At time of arrival in Newport there was more call for vessels, but the deterioration in value would offset; worth about same price.

About one-fourth of capacity of vessel taken up with cargo, not calling water casks part of cargo; not to exceed 33⅓ per cent.

Have reason to believe that cargo has been examined; have seen it going on; have seen some of cargo. Have seen sixteen pipes of biscuit; had impression they were seventeen. Do not remember number of crew. Copy of crew-list presented.—(See Exhibit C.) Also ship's manifest.—(See Exhibit B.) Eleven persons, in all, on board.

29 Examined ship's stores. There were sufficient stores on

manifest to go from Havana to Falmouth, and partly to return; but, on examination, found very much more than was on manifest. More than enough for two voyages to San Antonio and back. From examination of ship's stores, they might have been required, as it allowed, to take part of cargo. There were 6,500 pounds of tasago, or jerked beef.

I have a list of ship's stores on manifest; considerable portions exceeded, very nearly double, what was on manifest; some about the same, considering the voyage from Havana. There is a list, it shows the excess.

Examined water casks; did not count them; manifest agreed within one. No water pipes on manifest; had sufficient number of proper ship's water casks for an ordinary voyage; also had a much larger quantity; some 50 or 60 casks over and above filled and empty in the hold; some with little water, others apparently stowed for water; large casks, pipes, average from 150 to 180 gallons each; grater proportion were filled. Water was started from some in the hold to save hoisting. Should judge some fifty bundles of beef, and one barrel. The manifest is about right as to that. Jerked beef is beef that is dried in the air, obtained from the coast of South America. I have known cargoes from the coast of Africa. It is mostly obtained from South America, from peculiarity of the air. In going from Buenos Ayres to other ports in South America, from United States to Havana, generally sight Cape de Verd islands, and take the same track in going to the Cape of Good Hope. Diverge at about latitude 20 south. In ordinary commerce, from United States, jerked beef would not be carried towards Buenos Ayres. I never knew it to be. Have been at Cape de Verd islands a number of times. They lay from 16 to 18°. A person representing himself as captain was Wm. H. Cunningham. I made his acquaintance only officially.

The harbor at San Antonio is not much of a harbor; not much a place of commerce. I never considered it secure. Capt. Cunningham left Newport suddenly. I believe he was in the custom-house on the day a warrant was issued. I pointed him out. He ran away, and has not been there since. I knew of warrant for arrest.

(Objected.)

Have seen maps taken from the vessel. Maps exhibited.

30 Maps are of west and south coast of Africa. Date of 1834.

The chart inside is chart about Cuba, north and southern coast of Cuba. Spanish chart. Date of 1837. Very nice chart of Cuba.

I think they are the same charts I saw in the captain's state-room. I never examined them before. I have seen them. The cargo of the Reindeer, I should judge, was not adapted to a voyage to England.

(Not disputed.)

I should not think it a cargo adapted to a voyage from Cuba to San Antonio; only a portion, only liquor and bread. The cargo, as a whole, would not be a cargo for Cape de Verd islands.

Manifest read.

Found other articles in cargo than on manifest. More of articles

than named in manifest; others not named. 2 casks of paint, 65 pipes of water filled and empty, 2 cases of medicines, I recollect; herbs, lints, and other medicines, 4 jars chloride of lime, one five-gallon demijohn chloride of soda. I should judge from smell; 9 jars cocoa-nut oil, I judged; oil of some kind; matting, considerable quantity, coarser than used here; made of reed, I should think, to cover decks once or more.

Cross-examined by Mr. Dean.

Knew sheriff took possession of vessel; he informed me; understood keeper was put on board; Charles Cozzens, so informed; Mr. Cozzens had been a sea captain; saw him on board repeatedly; made seizure in the ordinary way; was directed by district attorney to seize and hold under any and all circumstances; had telegraph from him August 1st, 1861; had nothing to do with sheriff; understood he was there; had no interest in it.

I ordered sales to be taken off; went to the vessel; can't say that I saw Capt. Cozzens there then; I have frequently seen him there, and understood he was keeper of the vessel under the sheriff; I put on board a keeper, and made known to him the vessel was under seizure.

We always give registry tonnage; tonnage may have been larger; may have been 350 for all I know; don't vary much on price between 250 and 300 tons; vessels not generally sold by tonnage; built by tonnage very often, most invariably.

31 Parties may arrange to go to forty ports; never knew vessels with one quarter part of cargo to go to a certain port and a market; have known a vessel to go with a certain portion of cargo to a certain place and then a market.

Shouldn't think any portion of that cargo adapted to an English market; aquadente is not adapted to any English market; can get poor rum in England I admit; I do not know that they buy jerked beef in England; never knew of it; the jars of fruit were branded fruit; they might be sold there; cigars are sometimes carried there; breadstuffs go to England in large quantities; must be better quality than that; ship's stores are put on manifest; tariff on flour in Cuba is very heavy; ship's stores not landed are taxed if they know it.

I was interested in looking for Capt. Cunningham; couldn't find him; between six and seven o'clock must go by private conveyance, if leave at that time.

Mr. Pintean was found in New York and let go.

Q. Was sufficient crew on board?

A. About ordinary crew.

Have no knowledge of the slave trade; did not find any lumber, nor shackles; I saw a number of charts; did not examine them; don't know quantity; I think there was some rice; none mentioned in stores; quantity not large; have memorandum; ordinary allowance, one pound of bread to a man, though he would not usually eat three-quarters of that kind.

If vessel is bound to Falmouth and a market, would take a larger amount of stores than in going to Falmouth alone, if they could be bought here cheaper. There was barely enough salt provisions for the voyage named, but large quantity of bread. A man would consume about one and a quarter pounds of meat a day; depends upon climate. For a voyage to Africa they would take salt meat enough to go and back; never have been in a port in Africa; think salt provisions cannot be obtained there in sufficient quantities.

Direct examination resumed.

Never knew aquadente to be sent to England; don't know of an article in that vessel that would be shipped from Cuba to England in ordinary trade; never knew such articles shipped.

32 *Testimony of Albert Sanford.*

I am marshal of the district of Rhode Island; I was present when Captain Macy seized the Reindeer; he got out a large chain with which he fastened the vessel, and let go anchor; I served the monition against the vessel; I was in Newport every day from the 27th of July until monition was served. The collector's keeper was on board, and had charge of the vessel; I was present at the removal of the cargo in order to ascertain what the cargo was; Capt. Geo. Vaughan was appointed to examine the cargo, and did so; he opened the boxes; a portion of the cargo was removed to Coggeshall's store.

I had a warrant against the captain of the Reindeer for being engaged in the slave trade. The first information I had about the vessel was on the 27th day of July, and the warrant was delivered to me on the 28th of July; I saw the captain in Newport on the day I received the warrant. Captain Cunningham ran away; never have seen him since, to my knowledge.

(The witness is here shown a package purporting to be a sealed letter, containing, among other papers, papers marked Exhibits I, J, K; says he found the package on board of vessel.)

Also found on board the letter of J. E. Ward, annexed to the deposition of George W. Curtis.

I was present in New York at the examination of George W. Curtis; James E. Ward was present at that examination.

The vessel has been in my custody since the monition was served. No person objected to the removal of the cargo by me; no person exercised control but myself over the vessel.

Cross-examined.

I found other packages on board the vessel in the trunk now here. There was a sheriff's keeper there when the monition was served; I understood the property was attached. I saw Mr. Dean in Newport; you told me that you (Dean) claimed the cargo; I said it was too wet to take it out. I saw Captain Vaughan, Mr. Gardiner, the marshal's clerk, and the collector's keeper, taking minutes of cargo; I knew no

business Cozzens had, but as sheriff's keeper; some charts found
33 on board, a number of charts, I do not remember what they were. Capt. Macy took chain out of vessel; it was a large chain and heavy; he took the sails off; the chain was made fast to some timbers, originally a place called a dock; chain put round by iron toggle.

Direct examination resumed.

Collector's keeper was on board the boat; he remained on board until I took possession.

Testimony of Russell Clapp.

I am the deputy marshal; I went with the marshal to Newport. The vessel has been in my custody since the monition was served. I have had the keys of the vessel, and have them in my pocket now. Capt. Taylor and myself have occupied the captain's state-room. I was present at the time of the removal of the cargo by order of marshal. The cargo has been in his possession since. I have the key of the room where the cargo was stored. These charts came from the vessel; I brought them here. I was present when the sails were removed by order of the collector; no one objected; I brought the captain's trunk here.

Cross-examined.

I found Cozzens on board, and he has been there since. I had possession of the wine and cigars. I was present, and Cozzens, when the cargo was removed; Cozzens took a list, and Taylor. Quite a number of charts were found; there were wind charts and others.
Cozzens slept in the mate's room.

Direct examination resumed.

All the charts not so new as this one, of Africa. I have exercised the sole control over the vessel and cargo.

Testimony of Capt. Vaughan.

My business has been master of vessels for twenty-five years, principally to north of Europe. I was called to make an examination of the cargo of the Reindeer by the marshal. Did make an examination
in part, but had to remove the cargo to make a complete ex-
34 amination. I made such examination, and have the list with me, the original list I made (produces one, see Exhibit L) I gave you. This is a true list of all the articles on board the vessel. I found boxes of medicine on vessel; one case two foot square, containing little packages of medicines, and two larger boxes. The one on the floor here in the court-room is the longest. The boxes were examined by Dr. Henry Turner, of Newport, and by Wm. Mason and Capt. Townsend. There was a ship's medicine chest in addition. I

examined the chest, and it was such an one as would be put up for a common voyage. There were four large jars of chloride of lime not on the manifest, a demijohn of disinfecting fluid, a bunch of sponges. They were all put in a raisin box, thirty or more. Found pipes of water—sixty-five water pipes, some full, some empty, that had been used for water; found two casks containing cans of paint. The casks of water were four feet over the top; found two barrels of lime and one of cement; found rolls of matting; the matting is made of flag, woven in three or four parts; soft, tied together by running three or four threads across it. Counted five rolls; some loose, stowed in the back part of the cabin. Didn't take a memorandum of ship's stores, but there was an excess of them. There was a large excess of stores for a common voyage, with eleven men. This ship has nine large water casks, sufficient for a voyage to Europe. Have been at Cape de Verd islands, and close to San Antonio. The harbor of San Antonio is a very dangerous roadstead; no harbor there. The island is twelve miles long; but twenty or thirty houses there. San Antonio I never heard of as a port of trade.

Cross-examined.

Saw the log-book; Mr. Clapp has it; never have been on shore at San Antonio; when we stopped there we were bound to California; San Antonio is in direct line on voyage from Havana to western coast of Africa; 40 to 45 days from Havana to Africa; from San Antonio to Africa, from 30 to 40 days. San Antonio is in about lat. 20° N. The Reindeer is a single-deck ship, with the cabin above decks; a poop deck. Didn't see her canvass. Nothing more than a fair sailer; should'nt suppose anything extraordinary from her model. Not very usual for ships going into warmer latitudes to carry disinfecting fluid. Have had chloride of lime on board; never used it; don't know anything about the coast of Africa.

35 Have had passengers with me. Passengers always tell the captain what they have, and have it manifested. Every box of cigars, &c., must be on the manifest. These extra stores were in different parts of the vessel.

Captain's state-room on the starboard side; didn't see these things near there. Didn't know where Garcia and Pinto slept. There were nine water casks; the rest were wine or brandy pipes. Spanish or French pipes. Tasted and smelt of the water from them, and found it was pure water. Eleven full ones; others partly full, and from some the water was rolled out; some entirely empty, to sound them; perhaps thirty or thirty-five empty. When emptied, I don't know. These that had water in them seemed to be tight; also, the empty ones. Never traded on Cape de Verd islands.

Direct examination resumed.

Don't know where water casks were emptied; had pure water in them. Could tell, by the smell, a fresh water cask.

Testimony of John Coggeshall.

Am one of the firm of T. &. J. Coggeshall, of Newport, in shipping business, agent of board of underwriters, of New York. I should think the first week of the arrival of the bark Reindeer in Newport, the first transaction, 12th July, the master called on us with a pilot, and said he was in distress; sprung rudder-head, and bottom foul; that he was bound to Falmouth, England, for orders. He wanted to go to New York that night; some of his men wanted a little money; said he was going to pay off one of his men, and asked for thirty dollars; let him have the thirty dollars, 12th July; asked him if vessel and cargo were insured in New York. He thought a part of the vessel or cargo was insured in the Atlantic office, New York. After I got an answer from New York, the captain went with me to see the proprietor of railways, to see about taking his vessel on them with the cargo in; the result was, they told him they could not take her on so; said he didn't want to take out the cargo on account of expense of transfer; wanted to know how much it was really necessary to take out; said he must go to New York to see his owners, and wanted some more money for crew. Charge we made was cash to crew, $60; told our clerk to let his second mate have enough for the crew while he was gone to New York.

Testimony as taken by reporter.

H. P., *Clerk.*

36 The other charges were for the wharfage of the vessel up to the time when the marshal took possession. But when I told the captain that before advancing any more money, as I saw his vessel was in trouble at the time, I wanted to be sure where our pay was coming from, and he said that Mr. Pearce would pay the amount. I told him that before making a further advance he had better give me a draft on Mr. Pearce, and I would forward it to New York, which I done. The whole amount of our account was $186 83, (see Exhibit M,) paid by draft on P. A. Pearce, which should be Pierre L. Pearce.

Q. Anything further?

A. That's all, as far as our account is concerned.

Q. Did you see Capt. Cunningham there?

A. Yes, sir.

Q. How long did he remain there?

A. He was here once or twice, I am not positive; he was coming and going to New York; he was there after coming to New York the first time; he came back, I think, and stayed one day; and then in Newport he had some difficulty there, and I went his bond; that was before this draft was taken.

Q. He was arrested in Newport?

A. I do not mean that he was arrested about anything connected with this vessel.

Q. With no reference to this vessel?

A. No, sir. It was for fast driving.

Cross-examination by Dr. Dean.

Q. Mr. Coggeshall, the first money you advanced was $30 to the master for his crew?

A. Yes, sir.

Q. You understood that that was to pay off some one or more of the crew?

A. That was what he stated, his crew wanted some money—the first charge; my brother handed it to me, and I went into the store and told him what I should do; his charge was "cash to master, for crew."

Q. You know the fact that the crew were discharged?

A. I do not know. that was some days after; the crew were round there for some time.

Q. You have a charge for piloting the vessel in "to Newport?"

A. Yes, sir.

37 Q. Then there is (James) bill for labor?

A. That was for labor, the stevedore and his men.

Q. Then again, master, for crew, $60.

A. Yes, sir; he said he wanted the money for his crew; he stated that he wanted to pay his crew off, probably beyond the payment already paid, or something else like that.

Q. Again, cash to master and crew $50?

A. Yes, sir.

Q. Then two charges, $50, wharfage—his wharfage at Newport?

A. Yes, sir.

Q. You drew on P. L. Pearce?

A. Yes, sir.

Q. You have it P. A. Pearce?

A. Yes, sir; that's the way I understood it.

Q. You got your money?

A. Yes, sir; I got my money.

Q. Before you drew this draft, did you see me there as counsel for the claimants, Ward & Co. & Booth?

A. Yes, sir.

Q. And before you drew this draft?

A. Yes, sir; I am quite confident I did.

Q. On that day did the sheriff or officer take possession of the vessel?

A. I suppose so; I saw him go aboard; I saw the sheriff go aboard.

Q. After that attachment you saw Captain Cozzens there constantly?

A. Yes, sir, more or less; I don't say constantly; I saw him there at times.

Q. Have you been engaged in business in which you have used vessels and ships, and become acquainted with their qualities?

A. Yes, sir.

Q. What do you say as to the sailing qualities of this vessel, from her appearance?

A. You cannot always judge; she is what you call a full vessel; you cannot tell by their being full whether they are fast; sometimes

full vessels sail very well; I should think, from the trim she was in, that she would sail very well.

Q. What trim was she in?

A. Less than half loaded; that is, as far as her burden was concerned, with the exception of her bottom, and that looked quite foul as far as you could see.

38 Q. That would impede her sailing qualities?

A. Yes, sir; of course.

Q. She was got on the railway?

A. She was not, because she was tied up there by the marshal; she was to be; her master seemed quite anxious to get her on the railway.

Q. Had she any extra sails?

A. That I do not know anything about; only that her sails were unbent; I could not say what she had when she came in; I understood her sails were being unbent by order of the collector; that's the way I understood it; I could not name my authority.

Q. Do you recollect whether all the crew had or had not left before she was attached by the sheriff?

A. No, sir, because when (I was thinking I went to New York that night, but I did not,) I met him and some of the crew going down to the boat; I can't say that I know that circumstance.

Q. This meeting at the depot and bound to New York—about that?

A. I met them and came up and shook hands with, I should think, four or five; it may have been the whole crew; there may not have been more than two or three of them.

(Mr. Hayes, district attorney, produces the draft referred to by the witness.)

Direct examination resumed by Mr. Hayes.

Q. Do you know who paid this draft?

A. Brett & Son sent me a word that Pearce & Co. paid it.

Mr. Hayes here offered exemplified copies from the records of the supreme court for the county of New York of the confession of judgment in the case Henry P. Booth *vs.* Pierre L. Pearce—(See Exhibit N.)

And from the supreme court for the county of Newport, in the State of Rhode Island, of the case James E. Ward & Co. *vs.* Pierre L. Pearce.—(See Exhibit O.)

Testimony of Captain Macy.

Q. Previous to the seizure of this vessel by you on the 1st of August had you any information that Pierre L. Pearce was under indictment in New York for the fitting out of the slaver Wildfire?

39 [Objected to by Mr. Dean, and admitted *de bene* by court.] What did you hear in respect to Mr. Pearce?

A. I had heard that Mr. Pearce was under indictment for being

concerned in fitting out the slaver Wildfire. Now, may it please your honor, as the question seems to arise for the reason for my seizing the vessel.

Q. First: What have you heard in relation to the bark Wildfire, as having been convicted or caught with a cargo of slaves on board? Had you heard that?

A. Yes, sir, I had.

Q. (By the court.) You had heard that?

A. Yes, sir, I had. I understood that Mr. Pearce was under indictment for that offence.

Q. (By district attorney.) And that she had been condemned?

A. Yes, sir. The seizure was made under my direction.

Q. After you had heard of those facts?

A. Yes, sir.

Cross-examined by Mr. Dean.

Q. Had you heard also that the government had never tried Mr. Pearce on that indictment?

A. I do not remember. I stated what I had heard.

Q. How long before this had you heard of the Wildfire?

A. I cannot rightly say, sir. It had been a subject of conversation amongst men for a long time—in the matter of the Wildfire.

Q. Was it one or two years?

A. I do not know; I do not like to charge my mind as to whether it was one, or two, or five years. I had no interest then for recollecting it as I had afterwards.

Q. You understood that Mr. Pearce was at liberty—that he had not been convicted?

A. I had every reason to believe that he was at liberty and at large in New York.

Mr. Hayes here offered the register of bark Wildfire—(see Exhibit P.)

Certified copy of bill of sale of Wildfire—(see Exhibit Q.)

Certified copy of the indictment against P. L. Pearce—(see Exhibit R.)

Also the letter of P. L. Pearce, of July 21, 1861, (see Exhibit S,) in evidence.

40 *Testimony of Francis B. Thurber.*

Q. (By Mr. Hayes.) Mr. Thurber, state where you reside.

A. I reside in Jamaica, L. I.

Q. What and where is your place of business?

A. I have charge of Wheeler's Atlantic dock stores in New York—in Brooklyn.

Q. They are what you call government stores?

A. Yes, sir; government stores.

Q. State whether vessels brought into New York upon allegations of being fitted out for and engaged in the slave trade, and seized by the government, are placed in your custody in these stores.

A. They are, sir.

Q. The cargoes of these vessels?

A. Yes, sir.

Q. State whether or not the cargoes of these vessels that have been condemned for being engaged in the slave trade are placed in your custody.

A. Yes, sir; some of them are placed there.

Q. Have you had occasion to carefully examine the cargoes of the several vessels so placed in your custody?

A. Yes, sir.

Q. State whether or not you made the examination with a view of ascertaining what the character of those cargoes were, and for judicial purposes.

A. Yes, sir; I have examined in all cases cargoes which were discharged from the vessels.

Q. Will you name the vessels that have been placed in your custody as keeper there—vessels that have been arrested for being engaged in the slave trade, the cargoes of which you have examined?

A. Schooner Josephine, bark Kate, (twice,) bark Weatherguage, bark Sarah, schooner William L. Coggeshall, bark Augusta, brig Triton, and ship Nightingale.

Q. Within what time have you had these in your charge—since what time?

A. Well, sir, it is two or three years.

Q. Within the last three years the cargoes of all these vessels you have examined?

A. Yes, sir.

Q. State how many and which of the vessels you have enumerated have been condemned for being in the slave trade, fitted out
41 and engaged in the slave trade. (Objected to by Mr. Dean.)

Mr. Hays proposed to call this man as an expert. (Testimony admitted.)

Q. Now state which of these cargoes have been condemned for being engaged in the slave trade.

A. The bark Kate, the bark Weathergauge, the ship Nightingale, the bark Sarah, and the bark Augusta, all have been condemned.

Q. How recently has the last one been condemned?

A. Well, I have heard of it, sir, within the last month.

Q. Have you examined the list of the articles of the cargo of the bark Reindeer that was verified by Captain Vaughan this morning?—(See Exhibit L.)

A. I have, sir.

Q. State whether or not, from your knowledge of slave cargoes, the one here before us is fitted and adapted for a slave voyage.

A. Well, sir, I should say that this cargo was well adapted for a slave voyage, as far as my experience goes. In some respects it is not, and in others it is; I say it could be adapted to the purposes of a slave voyage very well.

Q. Will you state the reasons why this cargo is adapted to a slave voyage?

A. Well, it resembles other cargoes that have been condemned as slave cargoes.

Q. In what respects?

A. Well, in various respects, at least in the various articles on board.

Q. Name them.

A. There is a large quantity of bread in this bark; that is generally the case on vessels of that sort. There is a large quantity of water casks, and we found in some vessels a large quantity of oars—spare oars, new oars; and on some of them, on the bark Kate, there were just thirty mess or camp kettles, just the same number there is here; (examining the list which Mr. Hayes had put in his hands.) We have also found a large quantity of fine stores on all of these vessels, or nearly all of them; two of them were seized on the coast of Africa, and man-of-war's men, it was said, had used up pretty much all of it.

Q. Fine stores?

42 A. Yes, sir. Fine stores, such as you do not usually find on other vessels, such as wines, liquors, cigars, sardines.

Q. (By the court.) That is what you mean by fine stores?

A. Yes, sir; and preserved fruits.

Q. (By Mr. Hayes.) Do you find large quantities of these, of the same kind here?

A. Yes, sir, a good deal of the same kind.

Q. How about rum, aquadente, &c.?

A. I found considerable of that on these vessels, on the Kate, and the Sarah had a large quantity of rum. The bark Nightingale had some, but, in comparison with others, not much.

Q. (By the court.) Do you say considerable?

A. Well, in the case of the Kate it was aquadente; in the case of the Sarah, 150 bbls. of common New England rum.

Q. (By Mr. Hayes.) How many has she here?

A. 150 whole pipes and 66 half pipes aquadente. I found more or less adamantine candles on these vessels; in some cases we have not found them; these cargoes generally differ some; no one cargo resembles the other exactly.

Q. Let me ask the question, how it is with each successive cargo—whether or not you have found some things on board of some vessels that are not on others, in their cargoes?

A. Well, that is the case; the cargoes differ, although there is a general resemblance.

Q. State whether or not, in all the cargoes you have examined, or nearly all, whether there were articles on board known not to be adapted for slave voyages?

A. That I do not know, sir; there was a general slave cargo; there might have been articles on board not directly adapted to this business.

Q. Do you know whether there were articles on board understood to be used as covers for the rest—some articles of legitimate trade as blinds for the rest? (Form of question objected to.) I ask as to the character of the cargoes.

A. Well, sir, there are articles on board which were adapted to trade on the coast—which were said to be adapted to trading on the coast; they could either be used for trading on the coast or to buy darkies on the coast.

Q. How about paint?

A. Yes, sir. In some instances we found paints on board these vessels which were condemned.

Q. A variety of paints of different kinds? different qualities? high colors?

43 Yes, sir. They were generally put up in cases and packed in sawdust, in cans; and in one or two cases we have found extra cases of medicine on board these vessels.

Q. State, Mr Thurber, how the manifests of these vessels correspond with their cargoes.

A. They generally correspond well, except the stores, and in the stores there was generally a discrepancy. The stores were generally in excess of ordinary stores and of what was on the manifest.

Q. State how was the cargo which was on board this vessel? Have you compared the list found there with their manifest?

A. No, sir, I have not.

Q. I wish you to do so, sir. It has cans of paint, cases of medicine, small packages, &c.—(Reads.)

A. A box of small sponges, 65 water casks, 65 pipes full, partly full, and empty casks of water, &c., and there may be some other things which are not on the manifest of this vessel.

Q. Now state from examination how great the discrepancies in the cargo and in the manifest are.

A. I should think that the discrepancies exceed those of any cargo that we have had.

Q. That has been condemned?

A. Yes, sir.

Q. They have all had more or less discrepancies?

A. Yes, sir. On one of these only, the ship Nightingale only, we found some chloride of lime and disinfecting fluid. The papers we did not have. She was seized on the coast of Africa, and her cargo—of course she had no cargo, and of course few stores. The best of stores had been seized by the man-of-war's men.

Q. Do you know about the bark Wildfire?

A. I have had no connection with her.

Q. Do you think of anything else?

A. Well, sir, we found some sponges, and we found two casks of iron chains on the bark Weatherguage. On the bark Kate they had a lot of extra saucepans and cooking utensils.

Q. How many casks of chains do you find on board of this vessel? Don't you find any?

A. Yes, sir. 1, 2, 3 casks of iron chains, 4 casks; No. 3 casks of iron chains.

Q. (By the court.) You mentioned some other vessels that had them. What kind of chains were they?

44 A. Well, sir, I do not know the size; perhaps they were as large round as that lead pencil, if not larger.

Q. The iron of which they were composed?

A. I do not know, sir, the size of the iron.

Q. What was the length of the chains?

A. Those, sir, in the 3 casks, I believe, were all one piece. The chain in each cask was one piece, although on that point I am not positive. We have always found 2 or 3 casks of salt on board.

Q. (By Mr. Hayes.) You find it here, do you?

A. Yes, sir. I see three casks of salt here. That is about the usual quantity. That is all I believe that they resemble them in.

Q. Did you find any flag matting?

A. No, sir.

Q. How about fish?

A. 3 or 4 casks.

Q. How many here?

A. I do not know. (Reads.) 1 cask of pickled haddock.

Q. That is in the list of the cargo.

A. Yes, sir.

Cross-examined by Mr. Dean.

Q. How old are you?

A. I am in my 20th year, sir.

Q. Have you ever been on the coast of Africa?

A. I never have, sir.

Q. Have you any practical knowledge of the slave trade?

A. No, sir.

Q. Did you ever see a vessel loaded with slaves?

A. No, sir.

Q. Are you acquainted with the cargoes of merchant vessels going to southern ports? I mean to the islands anywhere in the neighborhood of the coast of Africa, as the Cape de Verde islands?

A. I cannot say that I am, sir.

Q. You don't know what a legitimate cargo of vessels going to the Cape de Verde islands would be?

A. No, sir.

Q. What is the paper which you have in your hands?

A. This is an abstract of the different cargoes which I have had under my charge.

Q. Of all the cargoes?

45 A. No, not of all the cargoes. There are one or two that I have only in part.

Q. What was the cargo of the Augusta; she has just been condemned?

A. I cannot tell you the whole. 224 water casks, 66 water breakers; those are small casks; 20 casks of bread; these are large pipes; 2 of codfish, 3 of corn meal, 1 of rice, 2 of beans, and quantities of stores. I have not got those down. That is all the memorandum I drew off.

Q. Did she have any other cargo?

A. Yes, sir.

Q. State the nature of it.

A. She had some harpoons. I don't know whether you count that as cargo. She had harpoons, some lances, and whaling gear generally.

Q. That is the Augusta. Did she have any other cargo? That is what I want to know.

A. No, sir; she had not, but she had large quantities of beef, and she had large quantities of pork, but I believe that was counted as stores.

Q. Large quantities of beef and pork; do you recollect how many barrels of each?

A. No, sir; I do not.

Q. Well, about how much?

A. Well, sir, there was in the neighborhood of about 30 or 40 barrels of beef and 15 or 20 barrels of pork. I cannot answer correctly as to that, sir.

Q. She had no rum?

A. No rum, sir.

Q. There was beef in barrels; was it mess beef?

A. Yes, sir; in barrels, pickled beef.

Q. Do you recollect the tonnage of the Augusta?

A. I do not know anything about it. I should judge, from my observation, that she was somewhere in the neighherhood of 300 tons.

Q. Now, sir, can you give me the cargo of the Kate?

A. 100 casks of aquadente rum, 101 barrels of bread, 85 water casks filled with water, 110 half barrels of rice, 30 iron kettles, extra lot of cooking utensils, 20 cases of candles, one lot of lumber, a large assortment of stores, &c.

Q. What is the lumber used for?

A. It is said to be used for laying slave decks.

Q. That is regarded as essential, is it not?

46 A. That depends altogether upon the vessels. If the vessel has between decks, then she does not have this lumber; then she does not require it.

Q. Where was the Kate seized?

A. The first time she was seized she was coming down the bay.

Q. And then released?

A. I do not know how that was. You are probably better posted than I am. I do not know whether she was released, or whether bonds were given for her.

Q. She was allowed to take her cargo, when her cargo was taken on board?

A. She was reseized while lying at the wharf, and redischarged.

Q. What then?

A. It was then put in store again.

Q. She was reseized twice on this cargo?

A. No, sir; but once.

Q. Once while lying at the wharf, and once while going down the bay. Was she not seized twice?

A. Yes, sir.

Q. Was she not condemned?

A. She was condemned the last time she was seized.

Q. She was seized twice?

A. She was seized while going down the bay, and while taking her cargo on board again. She was seized while lying at the wharf, and on that seizure, I have understood, she was condemned.

Q. Where was the Weathergauge seized?

A. I believe she was seized while lying in the river. I think so, sir.

Q. What was her cargo?

A. Her cargo, as far as I have got it here, consisted of 8 bbls. bread, 4 bundles of shooks.

Q For casks?

A. Yes, sir; for casks. A lot of lumber, a lot of oars or sweeps, 10 cases and 123 bales of domestic dry goods, 114 casks of water, 2 casks of chains.

Q. What kind of chains? Like those you have mentioned?

A. Yes, sir; like those I have mentioned.

Q. What were they used for?

A. I do not know, sir. A lot of paint in cans, packed in cases; a large lot of stores; 40 bundles of hoop iron, 10 boilers, 83 bbls. rice.

47 Q. And she was condemned?

A. She was condemned.

Q. The Sarah, too, was condemned. What was her cargo and where was she seized?

A. I do not know, sir, where she was seized.

Q. Well, what was her cargo?

A. She had 150 casks of New England rum, 85 bales and 34 cases of domestics, 100 bundles of shooks, 40 bundles of hoop iron, and 10 cases of medicines, and a large lot of stores.

Q. Do you know what kind of vessel she was, and whether she had between decks?

A. I do not know, sir. My impression is that she had not any between decks.

Q. The Nightingale; where was she seized?

A. She was seized on or near the coast of Africa, and had negroes on board.

Q. What was her cargo when she left?

A. When she left, I cannot say. When she came in after being seized, she had 140 casks of water and 20 barrels of beans, and some beans in bulk, which had been in something and had been spilt out; some disinfecting fluid and chloride of lime.

Q. The quantity of bread?

A. I do not know how much, sir; a large quantity of bread, some of it in bulk and some of it in casks, and a lot of stores belonging to the vessel.

Q. Now, sir, the Triton was discharged, I believe? She was seized in New York and discharged?

A. No, sir; she was seized on the coast and sent home.

Q. She was discharged?

A. Yes, sir.

Q. What was her cargo?

A. One hundred and four casks of water, a lot of lumber, 58 bags of beans, 32 bags of rice, 11 bbls. of pork, 22 barrels of beef, 69 bbls. and a quantity of bread in bulk, and small stores.

Q. Well, sir, the court decided that was not a slave cargo?

A. I do not know, sir. I understood she gave bonds for her cargo and was discharged.

Q. The vessel went off too?

A. Which do you mean?

48 (Mr. Dean.) The Triton.

A. Yes, sir; she left her stores.

Q. The Wm. L. Coggeshall?

A. Seized in New York. She was discharged.

Q. What was her cargo?

A. Her cargo consisted of lumber, bales of domestics, several cases of medicines, 96 casks of water, and large lot of stores.

Q. The Josephine—you mentioned her, too?

A. Yes, sir.

Q. She was discharged?

A. Yes, sir; she was seized in the port of New York.

Q. What was her cargo?

A. That is a memorandum which I have not got; she had a large lot of water, sir, nearly one hundred casks I believe; about 100 casks of rum, or in that neighborhood, somewheres near it; there were a large lot of stores, and there may have been something else which I cannot remember.

Q. Well, sir, within the last three years there have been a great many other vessel seized in the port of New York?

A. Yes, sir, others; but that is all that have been under my charge.

Q. You have mentioned all that have been?

A. I do not know, sir. All that have been condemned have been under my charge.

Q. Are you acquainted with a legitimate merchant's cargo for the coast of Africa?

A. I am not, sir, only by hearsay.

Q. Were you ever examined before as an expert as to a slave cargo?

A. I do not know, sir, as I ever was examined as an expert. I have been examined before.

Q. You have been examined the same as you have here?

A. Yes, sir. I do not know as I have been examined about my opinion as to a slave cargo.

Q. Now, in the specific vessels where they have been up in court, you have been examined to prove what the cargo was?

A. Yes, sir.

Q. You have been examined to prove the character of her cargo, but not to give an opinion as to whether that cargo was fit for a slave voyage?

49 *Direct examination resumed.*

Q. (By Mr. Hayes.) You have been examined the same as here? You have been examined to show what the character of the cargo was of the vessels in question, and what the character of other cargoes were?

A. Yes, sir.

Q. You have been called upon to state how far the character of one cargo resembled another?

A. I have stated what the character of a cargo consisted of, but its resemblance to others, I do not think I have. The authorities of New York are so well posted as to what the cargoes consist of, themselves, that they do not need to ask.

(Mr. Hayes.) You state what the character of those cargoes are, and what they consist of, and you leave others to judge for themselves what the resemblances are.

Q. (By the court.) What were the cargoes of other vessels?

A. No, sir; only at different times, to state what they consisted of.

Q. Have you been asked the question whether that was a slave cargo or not?

A. No sir.

Q. (By Mr. Hayes.) Let me inquire in relation to some vessels spoken of as discharged. What do you mean by discharged?

A. I mean that they have taken the cargo out.

Q. You do not mean that the vessel has gone off?

A. When they are let go, I say released.

Q. Take the Josephine. Is she not awaiting her trial in New York?

A. Yes, sir; I have understood so.

Q. Is not that the case with the Wm. L. Coggeshall?

A. I do not know whether the Wm. L. Coggeshall has been released or not.

Q. (By the court) Then, by discharged, you mean that the cargo is taken out?

A. Yes, sir;

Q. And when the vessel is let go, you say she is released?

A. Yes, sir.

Second cross-examination.

Q. (By Mr. Dean.) Has not the Josephine with her cargo been released?

50 A. No, sir. I understand that she is under bonds.

Q. Then you don't think she has been released. I want to know whether she has been—her cargo delivered to her—so that she went away? The Wm. L. Coggeshall has had her cargo delivered to her, and she released, so that she went away.

A. Yes, sir.

Q. And the Triton, her cargo has been delivered to her, so that she went away?

A. What I mean by released, is discharged from the custody of the court.

(Mr. Dean.) That's what I mean.

(Court.) If under bonds, he should not call her discharged or released.

Third direct examination.

Q. (By Mr. Hayes.) I will ask you one question in relation to the cargo. You found some vessels had lumber on board, and some had not?

A. Yes, sir.

Q. You found some vessels had water casks on board, and some had hoops and shooks to make the water casks of?

A. Yes, sir, they had.

Q. One of the vessels had whaling gear on board; this was the Augusta, condemned a fortnight ago?

A. Yes, sir; she was claimed to be fitted out as a whaler, and had whaling gear on board.

Q. State whether claims are made that vessels are fitted out for legitimate voyages because of the character of the cargo on board.

A. Yes, sir.

Q. Did you see any vessel that had no water on board?

A. Yes, sir; the bark Sarah had no water, nothing but the usual casks for the ship's crew. There were some five or six of those.

Testimony of Doctor Henry E. Turner.

Q. (By Mr. Hayes.) You are a physician and surgeon in Newport, R. I.?

A. Yes, sir.

Q. How long have you been in practice?

A. Something near twenty-five years.

51 Q. Have you examined the cases of medicine found on board the bark Reindeer?

A. Yes, sir.

Q. Will you state to the court the result of your examination?

(Witness.) Shall I do it by recollection or by memorandum?

(Mr. Hayes.) Any way you please.

(Memorandum used.)

A. One small case.

Q. That is the one here, sir?

A. Yes, sir; one of those in court. It was of rough boards, and I believe it was not marked, except in pencil, marked "Bark Reindeer." It contained 2 tin cases of vessicating plaster, 2 tin cases of blistering plaster, 2¼ doz. small vials of an article I have not seen before, but not uncommon, essence of turpentine, a French preparation in little globules, not very small—not like homeopathic globules, but as large as peas; 1 doz. bottles wine of quinine, (Kinine as marked,) 4 boxes blistering plaster, what is commonly called tissue plaster, 8 boxes

pills of quinine, 6 boxes of sulphurous powder. That is the contents of the small case.

There is a larger case containing, I suppose, though I am not qualified to judge of such things—as far as I can judge, not being in the habit of making such estimates—6 or 8 cubic feet—perhaps more. The contents of that—that is the box marked stores, that also has in pencil "Bark Reindeer," like the other, if I recollect: 1 box containing a few dozen cupping-glasses with gum elastic caps on them, 6 lbs. flaxseed, 12 lbs. of serit of rather a peculiar character. That is a sample, (showing it.) Six lbs. brown mustard, 28 lbs. arrowroot, 12 lbs. flowers of sulphur, 28 lbs. gum Arabic in powder, ½lb. san tonica—the English of it is "worm seed"—"chen oppodium" is another scientific term for it; 1 ounce sulphate of quinine, and a small vial of nitrate of silver; I could not tell the exact quantity of nitrate of silver; it was packed in some seeds and the quantity concealed; 6 bottles extract of catechue; that is an astringent gum which comes from the East Indies; it has been very well known for a great many years among common drugs; a lot of herbs which I could not give any name to or detect, except that the leaves gave a mucilagin ous sensation in chewing them, no sensible properties otherwise.

52 That is the contents of the large case. I have noted besides 4 packages cloride of lime in large jars.

Q. In the box?

A. No, sir. I should think they might weigh 30 or 40 pounds apiece. Five-gallon demijohn supposed to be chloride of soda. I don't know that that belongs to me; nine jars of oil.

Q. Did you notice any salve on board?

A. Two dozen boxes of salve—they were in large packages, and I neglected to put them on this memorandum. I put them on a memorandum which I gave to the captain. The nine jars of oil had an aromatic flavor. It was a peculiar one. It was like a ginger jar, but had no bottom to stand upon, and it was wrapped in matting.

Q. I will ask you to state, Doctor, the purposes for which this vesicating or blistering plaster is used. In the first place, supposing you found it on board a vessel going to the coast of Africa to procure negroes; I will ask you to state for what purposes these different articles may be used on board such vessels.

A. In the first place, the vesicating plaster; I do not know as I could give any reason why it should be used for the people on the coast of Africa any more than any other part of the world. It is a remedy that is used in every part of the world.

Q. I will ask you in this connection; I know you are not acquainted with the negro trade, of course.

A. We use it as a counter irritant in cases of irritation, in almost every variety; occasionally we use blisters.

Q. I ask you, if for affections of the eyes, blistering plasters are not used on the back of the neck?

A. Yes, sir, and behind the ears, and sometimes on the temples. (Reads) "two tin cases of blistering plaster and four boxes of blistering paper," which is the same thing and for the same purpose.

These are used as counter irritants and to reduce inflammation, especially about the eyes. I have nothing to say about that, further than that it is a large quantity.

Q. I will ask in relation to this matter if the quantity found which you count as a large quantity, is not large for a ship's company, and a small quantity regarded as merchandise?

A. It is large for a ship's crew, and small for merchandise.

53 Q. I will ask if you examined the medicine chest?

A. I found a medicine chest such as I usually find in the cabin of vessels, the supply usually found there. Some of it had been used, but most of the packages were full. The next article is the essence of turpentine, quite a large quantity; turpentine is used more frequently for worms than for any other diseases; it is also used in typhus or typhoid fevers, in the low stages of fevers—fevers incident to no peculiar climate, but to all climates more or less. For all fevers of a low type, in extreme cases, where the bowels are affected, turpentine is a good deal used. This is merely a refined form. One dozen bottles quinine. This is used in fever and ague, and bilious complaints. It may be used for the same purposes on the coast of Africa, and over half the world. Six boxes of sulphurous powder—this is merely I suppose; I don't know the exact quantity. They were patent boxes, I suppose sublimate of sulphur—flour—it is a more elegant form. In another place 12 lbs. of flour of sulphur. It is a remedy used particularly hereabouts, for all eruptive diseases. There is a prejudice in favor of using sulphur and cream of tartar.

Q. For the small-pox?

A. No, sir; I do not mean eruptive fevers, such as the small pox or measles. I mean chronic diseases, such as the itch, prerugo—not attended with fevers necessarily. We make a distinction; it is a distinct class of diseases. Gum arabic, in powder, 28. That is a very large quantity of gum arabic. I suppose it would be more applicable in bowel complaints. It would be a good deal used in almost any sickness as a nutritive dietetic drink. "Arrowroot," of which there were 28 lbs., would be used for the same purposes. The cupping glasses wouldn't be particularly applicable to any locality. However, if there is a disease of the inflamation of the eyes, they would be likely to be used in such cases, particularly at sea, where leeches could not be had. Flax seed would be used for the same purposes as gum arabic and arrowroot, as a mucilaginous dietetic drink. It is particularly applicable in cases where there is a disease of the lungs, and for the bowels as well. "Twelve lbs. of lint" is a very large quantity. The lint is a French article; I am not accustomed to see it; I suppose it is used for the same purposes as scraped or paper lint, which is a better article. It looks as

54 though intended to absorb the discharge of wounds or ulcers.

"Mustard, 6 lbs." That would not be an unreasonable quantity compared with the other things. That is used in almost all cases of disease, and for a very great variety of purposes. The "santonica" is used almost exclusively for worms in children. "Nit-

rate of silver" is used in any abrasion of the surface, by almost all physicians.

Q. In cauterizing?

A. It is used for siccatrising and not cauterizing. "Six bottles of catecheu." That would be used for bowel complaints, and very rarely for other purposes. The herb I suppose to be demulcent. It is used for the same purposes as gum arabic, &c. I showed it to several apothecaries in town, and they could not decide what it was. "Six bottles chloride of soda;" "24 boxes salve." The quantity is great for a ship's company.

Q. Great! why? How long would it last?

A. A hundred years. "Four packages chloride of lime in large jars;" "five gallon demijohn" (soda.) The purposes of that is obvious. It is used for no other purpose than cleaning, disinfecting, purifying.

Q. Have you examined ship's chests frequently in Newport?

A. Yes, sir; I have seen them, and have seen them, also, at apothecaries' shops. When I call upon a vessel I take medicine from their chests sometimes. I know about what they are. There is no comparison with the quantity on board a common vessel. Instead of 24 packages of salve, there would be one. A man who was going to send for trade would send for 24 packages, may be a much larger quantity. If I had seen these cases without any connection—if they had been consigned—I should have supposed that the order was from a small merchant. Some of the articles are pretty large, though, for a small dealer; still it would not be much out of the way.

Q. What quantity is it for four or five hundred men?

A. It strikes me that this would not be an unreasonable calculation. This would be a suitable package to look for as going to any hospital in any climate where bilious complaints prevail. The box of sponges I noted. What it is customary to carry a box of sponges for on board such a vessel I do not know. I saw the box of sponges and did not know what it was. I heard one of the witnesses say that the sponges were found in a bundle. I supposed they were in the box, and so I did not make any particular note of them. They are frequently used in washing the body. They are rather inferior in quality. They are about the right size.

Cross-examined by Mr. Dean.

Q. These medicines, were they marked generally by the names you give them?

A. They were all marked.

Q. Would any one but a doctor understand those names?

A. Hardly.

Q. No one but a person having medical knowledge would know to what use to apply them, or how to apply them?

A. No, sir; generally not.

Q. Cupping glasses, for instance; could a person without medical knowledge know how to apply them?

A. They could very soon learn; the captain of a vessel always knows enough to use an article of that kind; all captains do; and lances, they get a little use of such things, because they may be called upon to use them at any time.

Q. What was the thing which was applied exclusively to worms in children?

A. I did not say exclusively; I said almost exclusively; it is wormseed, in English.

Q. Is that like our wormwood?

A. No, it is a different thing; it is very common; it is generally used hereabouts in the form of oil—essential oil—most of the medicines called vermifuge are usually extracts from the oil of wormseed.

Q. Doctor, you say that these blister plasters could be applied for diseases of the eyes—they are applied whenever you want counter irritants—for inflammation of the lungs?

A. Yes, sir, and for the abdomen.

Q. On the breast?

A. Yes, sir; they are very apt to use them for any internal disease—any disease of the viscera, or any great irritation.

Q. That is the way with the alopathists—you are with them?

A. Yes, sir.

Q. If the captain were a homeopathist he would not want them, and so it is with the most of these medicines?

A. I think it would depend much upon whether his patients were very sick or not; the ladies in our town give homeopathic medicine to their children, because they take it so much better, when
56 they are not very sick; I never heard of any homeopathic medicines on board ship, that I know of.

Q. You never did?

A. No, sir.

Q. Every one of the articles in this list is an article of merchandise?

A. Yes, sir. Except the herb, and that I cannot speak of. That herb is not one ordinarily known in this market. It is demulcent, "Mulvus."

Q. These articles which you have named "quinine," &c., they are used in all climates and in all places, are they not?

A. Yes, sir. I don't know that there is any article that may not be used in any climate.

Q. You use it in Newport?

A. Yes, sir. There is scarcely an article that we don't use.

Q. Only one thing which you mentioned.

A. They are general articles in common use for the purposes I have mentioned. In reference to the herb, (reads from a Spanish dictionary,) it is mallow; it is very common among our old women. Put in poultices, it is a demulcent; just what its sensible properties seem to indicate. It is for poultices.

Second day, Friday morning, October fourth.

Mr. Payne (counsel for claimants, Coggshall et als.) stated that he had been notified to produce a letter from Pierre L. Pearce to

Ward & Co. It was a letter written by P. L. Pearce, and addressed to James E. Ward & Co., stating to them that he had authorized no person to appear for him in the cases against him in Newport, (referring to the cases of Ward & Co., and Booth,) and that if any person appeared for him, or claimed to appear for him, it was without his authority. That was almost the exact language of the letter. That he had authorized no person to appear, and that any person claiming to appear for him did so without his authority. And we produced a letter at the Supreme Court in Newport, where Mr. Van Zandt claimed to appear for the suits and answer them. But they only made a motion to answer these cases against Ward & Co., and in behalf of the plaintiff. We objected and produced Mr. Pearce's letter, showing that he had no authority to appear for the plaintiffs,
57 and by an announcement of the clerk of the court, it was decided that no one else could appear. The court declined to allow any one else to intervene after that letter was produced. That is not exactly correct. We stated that we had such a letter, and when any one claimed to appear for Mr. Pearce we would produce it. It was a letter from the defendant to the plaintiff. The substance was that it authorized the plaintiff to take judgment as far as the defendant was concerned. When Mr. Van Zandt appeared, we asked him who he appeared for, and stated that we had a letter from the defendant showing that no one could appear for him. Mr. Van Zandt then appeared for Mr. Tejedor, and produced an affidavit and certain documents, and moved the court to allow him to appear for Tejedor. The court refused it upon the production of that letter. The letter will be produced.—(See Exhibit T.)

Testimony of James L. De Graw.

Q. (By Mr. Hayes.) Where do you reside, Mr. De Graw?

A. My home residence is New Jersey, sir. My business is in New York.

Q. What has been your business for several years past?

A. I have been the entrance and clearance clerk in the custom-house in New York; naval officer.

Q. What is the duty of your office?

A. My duties are, sir, to receive, inspect, and examine all the papers of all vessels entering and clearing from the port of New York, to and from domestic and foreign ports. I beg pardon, one moment, sir. That has been my business up to within two weeks.

Q. You have left the custom-house now, sir?

A. Yes, sir; about two weeks ago.

Q. How long have you been in this business?

A. Seven years, clearance clerk. Ten years in the custom-house.

Q. During that period, how much of the time have you failed to examine the papers of all the vessels coming into the port of New York?

A. I cannot say that I have failed at any time to examine the papers. At one time I was absent on account of severe sickness for three or four weeks, but the papers all came under my inspection on

my return to the office; and it is my duty to indorse these papers and file them away.

58 Q. Of course, you have had occasion to examine the manifests of vessels sailing from New York?

A. Yes, sir.

Q. State how closely you have examined the manifests of outward-bound cargoes.

A. All vessels clearing from the port of New York which have the slightest suspicion, for any cause whatever, have been scrupulously and closely examined; but regular trading packets, cleared by well-known shipping houses in New York, have not been scrutinized so closely, from the reputation of the houses and the trade in which they were engaged—as European steamers to Liverpool and Havre, old lines of packets of such men as Grinnell, Minturn & Co.; vessels engaged in the China trade.

Q. Vessels not in this circle of which you speak, and to and from ports on the coast of Africa, are scrutinized more closely?

A. Undoubtedly, yes, sir.

Q. Have you not been engaged, therefore, in examining the cargoes of vessels engaged in the slave trade?

A. Particularly for the last five years.

Q. State what you know respecting the breaking up of the slave trade so common in New York, and the circumstances of your official position and connexion with it, or otherwise.

A. Well, sir, it has been the duty of my office, in my official position, where suspicion would attach in regard to the entering and clearing of a vessel, that I should examine and report the fact. Five years ago my attention was particularly called to vessels clearing from the port of New York for the coast of Africa, and engaged in the slave trade. I saw that very little concern was taken by any officer under the administration at that time, to take notice of these cases; and I made up my mind officially, and as a private individual, from the principle of the thing, considered as right and wrong, that I would do all I could to break up the traffic.

Q. Since that time you have been particularly engaged in obtaining information in regard to them?

A. Yes, sir; particularly in that traffic.

Q. Have you had occasion to examine cargoes of vessels condemned for being engaged in the slave trade?

A. I have had occasion to examine two vessels engaged in this trade, and since that time, I have examined, particularly, the sworn

59 manifests of vessels engaged on the coast of Africa. There were many vessels examined and condemned and burnt on the coast, which never came back to New York.

Q. You made a particular examination of the cargoes of the Kate and Weathergauge?

A. Yes, sir.

Q. In relation to the ports for which slave vessels have cleared from New York, will you state to what ports vessels engaged in the slave trade have cleared?

A. The bark Weathergauge cleared, or requested her papers to clear, for the port of Hong Kong, in China. The bark Lucy, for the same port. The steamer city of Norfolk, for which the owner is now in confinement in the Tombs, for fitting her out, cleared for St. Thomas. A number of other vessels thus engaged cleared for the same place, St. Thomas.

Q. A number of vessels cleared for St. Thomas; did the Nightingale?

A. She cleared for a port in England, and went there.

Q. The White Cloud; where did she clear for?

A. I can't say, positively. I think she cleared for St. Thomas.

Q. Do you know Pierre L. Pearce?

A. Well, sir; I know him, and I do not know him.

Q. What do you mean by that?

A. Well, sir; I know that there is such a man. I know the man; I have seen him; I have talked with him; I have been in his office; but I don't know him as an acquaintance, that it is desirable to know. That is the distinction I make.

Q. You mean to say, that you are not personally acquainted with him, except to speak to him on business?

A. I never desired any acquaintance with him, sir, as an individual.

Q. Was Mr. Pearce the owner of vessels that have been cleared, that you have examined the cargoes of in New York?

A. We have records in the custom-house, in New York; I think the district court has a bill of sale there of the ownership of the Wildfire, by Mr. Pearce. We have records of the ownership of other vessels engaged in the slave trade—the White Cloud and the Star of the East.

(Mr. Hayes explained why he could not produce record evidence of the ownership of the bark Wildfire. Mr. Payne objected to secondary evidence.) *Witness.* I have reason to know that this
60 condemnation of the court, which was before the rebellion or secession of the southern States, that the marshal's statements and district attorney's, are on record in Washington.

Q. Do you know, sir, how many slaves were found on board of her?

A. Five hundred and twenty-five, or 535; I would not be positive which.

Q. Did she clear from New York?

A. The Wildfire cleared from New York.

Q. Where did she clear for?

A. It is my impression that she cleared for De Elnura, Rio Taire, commonly called Congo river.

Q. On the west coast?

A. It was customary for all these vessels to clear for ports on the west coast of Africa. They intend to make some port. If they do not make one, they make another.

Q. Do you know of any vessels that have cleared for the Cape de Verd?

A. Yes, sir; the Isla de Cuba. She cleared for there; and sometime she was forfeited for being a slaver to the United States.

Q. The Cape de Verd is a stopping place for water?

A. It is a general stopping place; and it is also made a convenient stopping place for transferring captains.

Q. What do you mean by that?

A. I mean by that, that to cover up the design of the vessel, a reputable captain will engage to take the vessel to Cape de Verd, and she will take another man, and he will come home and leave her, as was the case in the Brutus.

Q. Where did the Brutus clear from?

A. The Brutus cleared from New York for New Bedford. The Brutus was recently burnt on the coast of Cuba. I have an account of that fact. She was recently burnt while sailing under French colors, and named the Lesbia. She sailed for the coast of Africa. She was captured with a large cargo and burnt.

Q. The Augusta, condemned last week?

A. She came to New York from a port on Long Island, and she was seized by the marshal on her passage to New York.

Q. Will you state, Mr. De Graw, if you know—you say you
61 have examined the cargoes of these vessels, or two of them, the Kate and Weathergauge—how was it with the Josephine?

A. I examined a portion of her cargo. I saw it taken on to the wharf.

Q. The Josephine was not condemned?

A. No, she was not condemned; she went out under bonds. She will be tried in a few weeks, in New York. Two or three vessels have been condemned. Some are under bonds.

Q. Will you state, from your examination of cargoes, what constitutes the principal difference between the cargoes engaged in the regular trade and the slave trade?

A. Vessels that have been known to be engaged in the slave trade always have a certain class of articles on board, or cargo. They cannot do without them.

Q. What are they?

A. Well, sir; they have food for the live cargo; sometimes in the shape of bread, and sometimes in the shape of rice. Sometimes more or less quantity of beans or peas. Always a large quantity of rum. I believe they observe temperance principles in regard to the negroes on board; but the rum they use to trade for them on the coast of Africa.

Q. How is it in regard to water?

A. There is always a large quantity of water; I hardly know of a single instance where they had no water.

Q. How is it with shooks or casks?

A. Generally there are both; I have known vessels to go out of New York with empty casks for palm oil; it is true that these casks are better adapted for water than for palm oil.

Q. Is palm oil usually imported in wine casks?

A. Not to my knowledge, I have looked into that matter.

Q. On board of these vessels, is there not generally some articles adapted to a regular trade?

A. Generally; we have had to answer these questions particularly; all kinds of dodges are practiced upon us to cover up the trade, if possible, but there are some indispensable articles, as I stated a little while ago, which will always be found on board of those that are condemned and sold.

(Witness spoke of a vessel that "had an ample cargo on board to buy a full cargo of slaves without any other arrangements.")

Q. What was the practice of slave ships, from your examination
62 of their manifests, in substituting one article of food for another, as the first article has become known in the course of time to be a concomitant of the slave trade?

A. There have been changes. They used frequently to carry out handcuffs, and now they carry out chains—small chains—easily cut up to answer the same purpose; the handcuffs were made prominent reasons for seizure, and they have now dropped that altogether.

Q. Have they substituted anything for rice?

A. Yes sir—the common article of bread. Rice brings a pretty good price now, since the secession of the southern States, and it is always an object to get the cheapest food possible.

Q. What is the average tonnage of vessels engaged in this trade?

A. From 250 to 300 tons; some have been over that, and some under; I could name the tonnage of some of the vessels.

Q. Well, sir, you can name them.

A. The bark—well, the famous slaver Wanderer, which no one will question about being in the slave trade, was over 200 tons; the bark Buckeye, 300; the bark Storm King, 225; bark Pauchita,——; Wildfire, 327; bark Sarah, 263; Kate, 267; Josephine, 295; Reindeer, Weathergauge, Panita, ranged in the same average. I have not the sum; I have a list of eighty of them.

Q. What has been the character of the vessels as sailers—fast or slow? Has there been any change in that respect?

A. We have noticed some change in that respect. Previous to steam vessels going on the coast of Africa there were vessels that were very fast sailers; since that they are more ordinary. Light winds prevail on the coast, and even fast vessels get sometimes into a dead calm, and stand no chance, of course, with a steamer.

Cross-examined by Mr. Payne.

Q. You knew, personally, about the Reindeer?

A. Well, sir, I knew she cleared from New York some time ago; I have no particular knowledge in respect to her siezure here.

Q. Can you give the names of any of these vessels which you say have cleared as slavers, and been condemned, which had a cargo of bread?

A. Yes, sir; the bark Kate.

Q. Had the Weathergauge bread?

63 A. She had somewhere about 80 or 81 casks on board, and the Kate 100 or 101 casks.

Q. (By the court.) Bread?

A. Yes, sir.

Q. Did she have any rice?

A. The Kate had a lot of rice.

Q. (By Mr. Payne.) How much rice?

A. She had a small lot of rice on board, I believe 50 or 60 casks.

Q. Fifty or sixty casks of rice on board will make more food than the bread, will it not?

A. I am not posted up in the way of food.

Q. You keep house or live in a boarding-house, and you know how rice increases on being cooked?

A. I know somewhat of housekeeping, and that rice increases on being cooked.

Q. What is the comparative size of these casks?

A. I never inquired the quantity of rice on board.

Q. Have you no information as to the quantity of bread on board?

A. I stated that there were 80 or 81 casks.

Q. Don't you know something about the size of them? How much bread did they contain.

A. I do not know as regards the quantity.

Q. They vary how much from rice? You have seen them of ordinary size: what is the comparative size of them?

A. I call the bread casks large size

Q. How as to the rice casks—ordinary size casks?

A. They are rather longer than bread.

Q. I understand you to say that it is the custom with these vessels engaged in the slave trade, so far as your knowledge extends, to have the cargo as nearly as possible resemble the cargo of a legitimate trader?

A. No, sir; I did not state that, I think; I will answer your question if you will repeat it, please.

Q. You have no objections to answer the question, then?

A. Certainly not.

Q. Did you not say something about the habit of these vessels to attempt to deceive the government by having on board cargoes which would appear to be legitimate, and really fitted for the slave trade?

64 A. I do say that they attempt to deceive the government officers in every way, shape and manner, and by every possible dodge: that is what I mean.

Q. Did you not say that one mode of practicing the deception was to have a cargo which, upon examination, would appear to be a legitimate cargo?

A. Sometimes they have; we knew of one vessel that took one cargo to the coast of Africa, and then pitched it all overboard.

Q. Then you did say that these vessels did have a cargo on board which appeared to be legitimate? Bread is sometimes shipped as legitimate, by traders?

A. Not very often in vessels to the coast of Africa.

Q. What I want to know is, whether it is usual, in any honest vessel, to clear from the port of New York with a large quantity of bread as an article of merchandise in cargo?

A. I should say it was rather unusual.

Q. It sometimes happens?

A. Yes, sir; sometimes. I have stated when it did.

Q. I ask you if you know of any case?

A. I can hardly recollect of any instance; still, I will say that there may have been one or two instances where large quantities of bread-were shipped. For intance, in the regular trade several years ago, when a great famine existed in other countries, large quantities of bread stuffs were shipped from New York; but not much generally in the form of bread.

Q. You think that it was not the custom?

A. Not more than in one instance; not more than one or two cargoes shipped with bread.

Q. Do you recollect those circumstances?

A. I could not state them; so many vessels; 50 or 60 vessels leaving New York a day.

Q. Do you recollect an instance, having one cargo, in whole or in part?

A. I do not recollect an instance, although there may have been an instance.

Q. How it is about rum; is that an article shipped in legitimate trade, and not in the slave trade only?

WITNESS. Do you speak of any particular kind of rum. sir?

Mr. PAYNE. First, I will ask you, generally, whether rum is shipped as an article of legitimate commerce?

A. Yes; there is very large quantities of what we call New
65 England rum shipped. I have known it to come back in New York, in the form of brandy; the same rum, with the mark of the London Dock custom-house upon it.

Q. Then it is nothing unusual to find rum on board a legitimate trader?

A. Well, that depends somewhat upon what part of the world they are going to.

Q. I don't want any argument about it. Is it an unusual thing to find rum on board a legitimate trader?

A. It is, sir, to some parts of the world, and not to others.

Q. Of course that applies to all cargoes?

A. I calculate to give honest answers; I do not want to ———

Q. That applies to all cargoes?

A. My dear sir, it is a notorious fact that you don't generally send coals to Newcastle, neither is it general to ship hardware to Falmouth, England. I have never seen a vessel go out of New York with hardware to take to Falmouth, England.

Q. I don't ask anything about hardware.

A. You was speaking of regular trade.

Q. I understood you to say that your sense of right, as well as your official duty, led you to commence the examination of these vessels?

A. I did. I would do myself, individually, in connection with my official duty, all that I could to break up the slave trade. I have

done so, sir, and I believe we have pretty much broken it up, and now they are sent from other ports.

Q. You have the same reasons; and in pursuit of the same object here, you have interested yourself in following up this vessel?

A. Following her up?

Q. In looking up evidence so as to convict her?

A. I cannot say that I have assisted particularly in getting evidence for the Reindeer. I have a great deal of evidence which I mean to apply to every slave trader in the United States if I can.

Q. That amounts to the same thing—on account of your interest in this subject you have done what you could to help?

A. I said nothing of the kind. I am utterly opposed to the slave trade, and if I died I cannot help but oppose it.

Q. I should not want you to die. What I want to know is, if you have actually exerted yourself in the case of the Reindeer with the view of producing evidence against her?

A. No, sir.

66 Q. Have you not come here?

A. I was summoned here, sir, by the court.

Q. Have you not actually exerted yourself in relation to this case?

A. In this room, or out of it?

Q. Everywhere and anywhere.

A. I have not, sir, outside of this house.

Q. You have given no attention to this case outside of this room?

A. No more than the knowledge I possessed outside of New York.

Q. You have had no conversation with the district attorney?

A. I have suggested questions while sitting by the side of the district attorney here, and I have answered some of his questions.

Q. I wish to know if you have been actively engaged in this case?

A. I will willingly answer your question if I can get at your meaning.

Q. Have you talked to the district attorney in relation to these questions? Have you furnished him with the information you have now stated?

A. No, sir. I have stated a great many things which he never spoke about and which I knew about. I stated to him that I was pretty well posted up in regard to matters in the slave trade. I will not be certain whether these were the words.

Q. You say you did considerable to break down the slave trade. Why have you not, sir, been active in this case?

A. Simply because I knew nothing about the vessel except I knew she cleared from New York.

Q. Since you came here you have done what you could to furnish the district attorney with evidence?

A. I have done what I could to convict the vessel if she was guilty.

Direct examination resumed.

Q. (By Mr. Hayes.) Were you applied to by anybody to come here to Providence to testify in this case in court?

A. It was first mentioned to me in the district attorney's office in New York.

67 Q. Had you ever seen me, or known me.

A. Never, sir. Never heard of you.

Q. Did you have any conversation with anybody in relation to this Reindeer?

A. No, sir. It was difficult for me to come here.

Q. Since you have been summoned, have you done anything further than to state to me facts, which you knew about, as to clearances in New York?

A. No, sir.

Q. And assisted me in taking notes when my assistant was not here?

A. Yes, sir.

Explanation of Captain Macy, of his testimony yesterday.

Q. (By Mr. Hayes.) State, captain, what you heard. You stated yesterday that you heard of Mr. Pearce's being connected with the slave trade, before the seizure.

A. I wish to explain. The question was asked me yesterday upon what grounds the seizure was made. I wish to explain why, and show that I had sufficient reasons for the vessel's being seized soon after its arrival. In conversation with the captain of the vessel, Captain Cunningham, I deemed it necessary to inquire into the voyage from suspicious circumstances, and at that time he informed me that Mr. P. A. Pearce, or P. L. Pearce, was the owner of the vessel, and in the course of his conversation, he mentioned that he was accused of being concerned in this African trade. "Well," I said to him, "what relation does that have to your voyage? You have cleared from Falmouth, as appears in the manifest." As the conversation became pretty free, I wished to draw him out, from a suspicion I had, from what I had seen. I inquired of Captain Cunningham if Mr. Pearce was still owner. It had been intimated to me that he had sold her. He said to me, "All I have to say to you, Mr. Collector, is, that the papers show Mr. Pearce to be the owner, but I own part of the vessel myself."

Q. I suppose you had suspicions of the vessel before you knew Mr. Pearce was engaged in the trade?

A. I inquired of the captain because I had suspected it, and to make it plain I wrote to Washington, (I suppose the letter could be produced,) stating my suspicions in relation to her, to a member of Congress. I did watch her as closely as I could. This was previous to her seizure, and previous to my knowing anything about

68 Mr. Pearce. I merely state this to show my reasons for my conversation with the captain. I wanted to see if I could get something out of him. I do not think the vessel had been in port many days before I suspected her pretty strongly of being concerned in an illicit voyage, from what I knew, for I was applied to for one of these voyages myself, and the parties held it open to me pretty broadly.

Q. That is what you heard about Mr. Pearce and before the seizure?
A. What I heard about Mr. Pearce before the seizure.

Testimony of Mr. Wm. Mason.

Q. (By Mr. Hayes.) Where do you reside, and what is your business now?
A. I reside, sir, in Newport. I am engaged in commercial business.
Q. Have you ever done business in Cuba?
A. I have.
Q. State fully to the court what has been your business, and your relations to it.
A. I went to Cuba, I think, in the year 1838. I continued there, I think, until 1851. I have not been there since.
Q. What business were you engaged in, in Cuba, during the time you were there?
A. When I first went there I was engaged in a mechanical business. I was engaged by a West Point association in procuring orders for steam machinery. I was afterwards employed by the Spanish government, and engaged in their navy; afterwards in the merchant service, and then in the port of Sagua La Grande, in the island of Cuba, as a commercial agent for the United States government.
Q. Will you now state to the court what your experience has been in nautical affairs?
A. I have owned vessels myself. I have had many vessels consigned to me while in Cuba; and I was once a sailor when quite a boy, and performed one voyage to the coast of Africa, when about 15 years old.
Q. While living in Cuba did you have occasion to see any vessels, or know of any, engaged in the slave trade?
A. Yes, sir; many.
69 Q. Have you ever been on board of them, and seen them?
A. Yes, sir.
Q. Where, and how many have you seen?
A. I couldn't tell, sir, how many I have seen, or have been on board of. I recollect one in particular, which was a noted vessel of her time. That was the ship Secora.
Q. That was not the Peter Blanco vessel?
A. Yes, sir. She was alleged to be owned by Peter Blanco, and commanded by Captain Mozart. I have been on board of others.
Q. Have you seen and been on board of those that had slaves on board?
A. I have never been on board of those that had slaves—but recently from the coast on board. I have been on board of those that were transporting slaves about the island.
Q. Have you been on board of them to tell their cargo?
A. Yes, sir, twice. I think I was on board the ship Secora, hearing what had been done to her, after she had landed her cargo. At one time, in particular, she was chased on the coast by a British man-of-war, and they had sawed her beams in order to allow the vesssel

to work. I was told that was the case, and my curiosity led me to go and see if that were so.

Q. Have you examined the cargo of vessels that have been engaged in the slave trade fitted out for the slave trade?

A. I have seen more or less of the cargoes in Havana that have been on board of vessels for the coast of Africa; at the time I refer to, (from '45 to '55,) there was little disguise used in Havana in regard to dispatching slave vessels.

Q. Have you examined the cargo of the bark Reindeer?

A. I have.

Q. Have you examined the manifest of the cargo?

A. No, sir, I have not seen the manifest, only what I have heard read of it here.

Q. Where did you examine the cargo?

A. At Newport; a part of it was in the custom-house, and a part in the stores on the wharf where it had been deposited, and some articles on board the ship.

Q. Will you state how the cargo compared with the cargoes of those you have known to be fitted out for the slave trade?

70 A. There are some articles on board the Reindeer that I have seen put on board of vessels in Havana for a similar purpose, for the coast of Africa. There was a particular kind of sword, called in Cuba "machetta"—(examined the list furnished by Capt. Vaughan.) The bread I saw was very similar.

Q. How was it in quantity?

A. Well, I cannot say, sir, about the quantity which I have seen go abroad of vessels in Havana; this that I saw I should suppose to be a large quantity.

Q. Well, sir, anything else; other things there?

A. Yes, sir, there are some articles of hardware, hollowware, I see here; I saw the same in Cuba.

Mr. HAYES. Among the articles found on the ship's manifest, may it please your honor, as boxes of hardware, were one cask of saucepans, cooking-pans, &c.

(These different articles from the Reindeer were exhibited in the court-room.)

Q. These articles you saw on board the vessel; are those portions of what you saw?

A. Yes, sir, those are, at least I saw them; that bucket with the bail was such as was in common use throughout the island and particularly on board of vessels; it was used as a mess kettle; it is used for various purposes.

Q. (By the court.) How many are there on board the Reindeer?

A. Thirty mess kettles.

Q. (By Mr. HAYES.) What is the smallest dish called? (A long pan, several inches deep.)

A. That is a stew-pan, and a cooking-pan; there were three casks of those

Q. What is that? (A large circular block-tin pan or griddle.)

A. I do not know. Those iron camp kettles I have seen in use on plantations, and have seen them on board slave vessels.

Q. Do you know anything about jerked beef?

A. I have seen a great deal of it, sir.

Q. Where is jerked beef obtained?

A. The market in Havana is usually supplied from South America, from Buenos Ayres—that is, one part.

71 Q. It is not an article of export and a product of Havana?

A. It is not.

Q. Very little of it is exported from Havana to the adjacent islands?

A. I never knew of its being exported to any foreign port in Cuba; it is an article of large commerce in Cuba; there is no provision used there so generally as the article of jerked beef, and by all classes; I have seen it on the table of the wealthy, as well as of the poor; it is more generally used for feeding help on plantations.

Q. For feeding negroes on plantations?

A. Yes, sir, that is the general use of jerked beef; there is no article of provisions in the country so generally and extensively used.

Q. Have you ever seen it put on board of slavers?

A. Yes, sir.

Q. How is it in relation to water; have you seen the water casks on board this vessel?

A. I saw a large quantity of casks I supposed to be used for water, at Newport, similar to those used on board of slavers; I counted them; part of them contained water, and part were empty; aside from that, there were 9 or 10 regular ship's water casks; *those* casks were such as claret wine is imported into the island of Cuba.

Q. Do you know anything about two persons who came to Newport in the bark Reindeer, whose names were put down as being passengers?

A. I saw two men there from Havana, one by the name of "Garcia," and the other by the name of "Pinto."

Q. Did you see these two men at Newport?

A. I did, sir.

Q. Did you have any conversation with them?

A. I did, sir.

Q. You speak Spanish?

A. I do, sir, in a bungling manner.

Q. Have you seen in Havana either of these two gentlemen whom you saw at Newport?

A. Yes, sir.

Q. Which one?

A. Garcia. I have seen him in Havana, and I have seen him at Cardenas.

Q. In what business was he when you knew him?

72 A. Captain of a coasting vessel in the employ of one Mr. La Costa; a man that I have done business with.

Q. Of what country was Garcia?

A. I supposed he was a Spaniard; I don't know only by his language.

A. Yes, sir.

Q. Did you ever see it on board slave ships?

A. I do not know that I ever did.

Q. Well, sir, what is the value of it as an article of commerce in Cuba?

A. It is shipped to France, I think, somewhat. I never knew of an instance of its being shipped to England. It differs from our New England rum very materially. It is manufactured, and there is no alcohol distilled from it first. It is all from the cane and molasses as they are. In our distilleries they run off a certain proportion of the high wines before making rum.

Q. What is its value?

A. It is generally sold by the pipe in Cuba, and its market price is governed somewhat by the price of whiskey in this country; and it bears about the same relative value as our cheap whiskey in this country; some ten or twelve cents per gallon. I have known it higher than that. The market fluctuates as it does with other commerce.

Q. You say that jerked beef principally comes from South America?

A. Yes, sir; imported into Cuba.

Q. You have been in the commercial business, and you are acquainted with the duties as they range on articles of food in Cuba?

A. They are generally high. For instance, flour; I don't
74 know as the tariff has been altered since I left; up to that time the tariff on American flour was $8 a barrel.

Q. Of our currency?

A. Yes, sir. I have known it to be imported into Cuba without duties, at certain times, when drouth had affected the country, and food was so very scarce, for six months perhaps at a time, and the duties would be thrown off of certain articles of breadstuffs.

Q. Tell whether hardware, flour, bread, jerked beef, are imported into Cuba, or exported from there by way of commerce?

A. I never have known breadstuffs of any kind imported from Cuba.

Q. Is hardware an article of large exportation?

A. No, sir; there is no exportation of hardware in Cuba, to my knowledge.

Q. Is there an extra duty on breadstuffs?

A. There is still, I think.

Q. Is there an extra duty on most articles of merchandise from Cuba?

A. There is on all the products of Cuba, I know.

Q. Have you examined this package identified by Mr. Sanford yesterday.

A. Yes, sir.

Q. What do you consider this package?

A. That is the ordinary wrapper, issued from the custom house, upon what we call a "sealed letter." It is used for the protection of vessels against the examination of a man-of-war at sea, and it is

Q. Did you have a conversation with Pinto?

A. I did.

Q. In Newport?

A. Yes, sir.

Q. Will you state what he said about himself; what he said he was?

A. In my first conversation with him I asked him in what capacity he was on board of the bark Reindeer. He told me he was a supercargo; afterwards, when called upon to translate a document by you, I put the same question to him in your presence and the commissioner. "What capacity he was in on board that vessel;" and he replied that he was supercargo. In conversation afterwards at the jail he denied that he was there in any capacity, except as passenger.

Q. Do you know in what capacity Garcia was?

A. He told me as passenger.

Q. You knew him in Cuba as captain?

A. I knew him in Cuba as what we call a dogree of a coasting vessel. I recognized him when I saw him at the time. He did not recognize me at first, but when I called to mind some circumstances he recognized me. I talked with him several times, not knowing myself that there was any suspicion attached to this vessel. He told me since I had seen him, and since he had been in the employ of Costa, that he had been to the coast of Africa after slaves, and had made a little money, but had lost his wife, and was now travelling about to enjoy himself?

Q. This was Garcia, and that was before you had any suspicions in regard to this vessel?

A. Yes, sir; and I learned some circumstances about his separation from La Costa, why he left his employ.

Q. Have you seen the medicines on board this vessel?

A. I have. I saw that box that sets there by you. I saw it opened in the custom-house; the large box.

Q. Did you see the herbs on board?

A. I noticed the herbs; my attention was called to them particularly, because it is a very common thing.

A. The use of them in Cuba?

73 A. Well they make a tea for all diseases. I think it is used invariably in infirmaries on plantations; the negro infirmaries. If there is any little ail, a dose of "yerba buena" will cure them.

Q. You know it?

A. Yes, sir. It is an herb very generally used on plantations among the negroes, when they are sick.

Q. About the use of this herb. Do you know whether the knowledge of its use is known to the negroes or not? Do they use the herb among themselves, instead of a physician for them?

A. Yes, sir.

Q. Do you know what aguardiente is?

A. Yes, sir: I believe I do. There are large quantities of it manufactured in Cuba.

Q. Did you see it on board the vessel?

supposed not to be opened by the captain, and opened at no time unless by an officer of the customs, or an officer of a man-of-war.

Q. What does it say on that, sir?

A. That says, "Havana. From Havana to St. Antonio. To the bark Reindeer, the American bark Reindeer, Capt. Cunningham."

Q. This is the letter usually found on board of vessels which sail from the customs in Cuba for their port of destination?

A. Yes, sir; I have procured them myself in two instances, where their vessels have lost their register, and have dispatched them with no other papers. (Mr. Hayes. These are two papers identified yesterday by the marshal and marked Exhibits J and K.) Witness. These
75 are simple forms issued by the custom-house. One (Exhibit J) is for embarking some provisions on board the bark Reindeer. The other (Exhibit K) is for embarking 100 casks of nails, received from on board the American bark Pentucket, from New York, May 22d. This is simply a form from the merchants in Havana, to put on board certain articles of provisions. It says in writing, "Manifest 123. The American schooner B. Watson, from New York, with contents, such as stores and provisions, &c., 2 barrels of flour, a small quantity of coffee, &c., rice, &c." (Another paper is handed to witness.) This is the sealed letter, (see Exhibit I,) with the captain's name omitted. That was a very important omission, I should say. The document was incomplete without it, and would be useless were it called for by an officer of a man-of-war. This purports to have been granted to the American bark Reindeer, "dispatched on the 22d day of June, from the port of Havana to St. Antonio." This paper, to have been complete, should have corresponded with the manifest which was produced here yesterday, but I see there is a discrepancy. The manifest which was shown here yesterday says the vessel was dispatched for Falmouth, England, and invariably they should correspond; the ports of destination.

Q. You have had occasion to dispatch vessels from Cuba?

A. I have, under this same document.

Cross-examined.

Q. (By Mr. Payne.) Is there any export duty in Cuba upon any article except sugar and tobacco.

A. Sugar, tobacco, and cigars.

Q. Or some of the manufactures of tobacco?

A. Yes, sir; there is on molasses.

Q. Is there any on jerked beef?

A. Not that I am aware of; it is not a product of Cuba.

Q. Then an export duty, so far as you know of, is confined to the products of Cuba?

A. Yes, sir.

Q. About the captain's name on the envelope—the captain's name in the sealed letter—who makes out that sealed letter?

A. I suppose it to be made out by some clerk in the custom-house; I have always obtained it from one of the clerks.

Q. If there was anything wrong in it—anything more than
76 a mistake or accident—it must be by the concurrence of the government, must it not?

A. Yes, sir.

Q. An error of that kind might occur; how could it be used; how could it help this vessel in any way; what object would be accomplished?

A. Simply by inserting the name of a man who may or may not be in command of her when she is overhauled.

Q. That could not be done without breaking the seal, and as soon as the seal is broken the significance of the seal is gone?

A. I should imagine the thing would be useless.

Q. Are you sure you made yourself understood in this conversation with Pinto? he says you did not.

A. He did not signify anything like that to me; I think he understood; he gave me to understand that he was not a Spaniard; he told me that he was a Portuguese; I am inclined to believe he understood some English.

Q. What signs did he give that he understood English?

A. Well, I saw him in the jail, and the man that keeps the jail would ask certain questions, and he would answer them. For instance, "do you want water?" and questions like that, he would show that he understood, for he would answer, no.

Q. This herb, as I understand you, is known on the island of Cuba among the negroes themselves, and it is not an herb indigenous to the coast of Africa, and the negroes could not have learned it then?

A. I don't know anything about whether they could or not.

Q. Those kettles, you say you have seen those things on board slave vessels. For what purpose, do you know?

A. Well, they are used, I presume, for any purpose that a bucket would be used for, and they are used on board of any vessels for serving out their food to them.

Q. Well, they are not used for cooking food, according to your idea?

A. They are used on plantations for the same purpose that a bucket or pail would be used.

Q. They might be used on slave vessels?

A. Yes, sir.

Q. They are a very common article and a very useful article, for a great many purposes?

A. Yes, sir, they are in Cuba.

77 Q. Did you see anything about this vessel that is peculiar to the slave trade, that is used in that business, and not used in any other?

A. I saw large quantities of medicines.

Q. I suppose I understand what you mean, Capt. Mason, by your answers, but that is not precisely the answer to my question. Medicines are used, of course. In this there are some medicines used in other than slave voyages.

A. I know that all vessels carry and use medicine chests, but I do not know that they carry such medicines as these, in large quantities,

except it is for passengers, where there is a large number, and requires a good deal of medicine, as a cargo from Africa.

Q. Why not of these medicines—they are the common sort of medicines, are they not?

A. I did not examine to know what they are; I only saw that there were medicines, and generally labelled in some language which I could not understand. That is a medicine chest, which might be useful in a slave voyage.

Q. Of course all vessels carry a medicine chest that sail on a slave voyage, as well as any other voyages. You, from your residence in Cuba, must from the information you have had, know what are the necessary indispensable things on a slave voyage. Did you find any of them on board this vessel?

A. Why, this jerked beef is a very important article.

Q. Still, it is not indispensable to have?

A. No, sir.

Q. What was there on board this vessel that a slaver must have?

A. She must have water.

Direct examination resumed.

Q. (By Mr. Hayes.) I will ask you how it is about water casks.

A. That is a large excess. Slave vessels have them.

Q. Is it indispensable for slave vessels to have water casks?

A. Yes, sir.

Q. I will ask if thirty camp kettles is the usual complement of an ordinary merchant vessel.

A. I should suppose it was a very large complement; a dozen buckets is generally enough.

78 Q. I will ask if bread, or its equivalent, or if meat, or its equivalent, are not indispensable requisites for a slave voyage?

Q. I will ask if some means of confinement are not usually found, on board of slave vessels, in form of chains, shackles, or something of that character?

A. Yes, sir; not only on board vessels, but upon the coast, chains are used.

Q. For their barracoons?

A. Yes, sir; for their barracoons.

Testimony of Joseph G. Miller.

Q. (By Mr. Hayes.) What is your occupation or business, and where do you reside?

A. I am, at present, an officer of the U. S. navy; I reside temporarily at Newport, on board the United States frigate Constitution.

Q. How long have you been in the naval service, sir?

A. Since 1853.

Q. Where have you been stationed during that time?

A. I have been stationed on the Pacific station and on the coast of Africa.

Q. How long have you been stationed on the coast of Africa?

A. The cruise was about thirty-four months.

Q. What coast?

A. The west coast of Africa—the southwest coast.

Q. Are you familiar with the localities of the west coast of Africa, sir?

A. Yes, sir.

Q. Do you know where the Cape de Verd islands are, and San Antonio?

A. Yes, sir.

Q. State whether or not you have, while cruising on the coast of Africa, been engaged in making efforts for the suppression of the slave trade.

A. Yes, sir; I have been quite extensively engaged in it all through during the cruise. That was the principal object of our being stationed there.

Q. Have you had occasion, in your official capacity, to examine vessels engaged in the slave trade on that coast?

A. Yes, sir.

Q. Will you state to the court the names of the vessels you have examined for that purpose.

79 A. I have examined the ketch brig "Two Brothers," of Charleston, South Carolina. That was the first one. It was sent home by us. I also examined the bark Emily Lincoln, and the barks Ardennes and Orion.

Q. Have any of these vessels been condemned or sent home?

A. Yes, sir; all of them have been sent home.

Q. Which have been condemned?

A. The ketch Two Brothers was condemned. The bark Ardennes is now before the district court of the U. States, southern district, Judge Betts, of New York.

Q. How about the bark Emily Lincoln?

A. Well, the bark Emily Lincoln was held twice and let go. She was afterwards taken by one of our other vessels on the coast, I disremember which one; one of the squadron.

Q. Do you remember about the Orion?

A. The Orion was sent home, and was afterwards, or while we where still out there, before the court, and I understood gave bonds. The parties who came forward to claim her gave bonds, and she came out upon the coast again, and was then taken.

Q. Mr. Miller, in what capacity did you examine this vessel?

A. Well, sir, I was sent as an examining board, consisting of three of us. I was one of the board to examine all the vessels we boarded or had occasion to examine, from their suspicious appearance, and their being in that particular locality.

Q. Did you or not make a thorough and critical examination of the cargoes, stores, &c.?

A. Everything on board these vessels.

Q. Have you made a thorough and critical examination of the cargo, &c., we found on board the bark Reindeer?

A. As far as I was enabled to, from the fact that a portion was found in the custom-house, and a portion in the stores in Newport.

Q. In the examination you made of the vessels on the coast of Africa, will you state whether or not they had on board any articles like chloride of lime, or any articles of that character?

A. Yes, sir, all these vessels had.

Q. Well, sir, in what quantities?

A. From two to ten jars of chloride of lime.

Q. Any other articles of like nature?

80 A. Yes, sir; they have had boxes containing jars of soda, a sort of disinfecting fluid, chloride of soda I believe it is generally called.

Q. Any articles such as disinfecting fluids themselves—preparations of disinfecting fluids?

A. Yes, sir; they had something in these vessels like demijohns, and liquids which were generally termed disinfecting fluids which we found in our examinations.

Q. What other articles did they usually have on board, sir?

A. Well, sir; those ships have had a large number of water casks—empty water casks and full ones, and also numbers of bundles of shooks for the purpose of putting up the water casks.

Q. Hoop iron?

A. Some hoop iron—hoop iron is used for two purposes on the coast of Africa.

Q. Did you examine the cargo of the Reindeer in relation to the water casks?

A. Yes, sir.

Q. What did you find there?

A. I found 65 on board that vessel.

Q. What kind of casks?

A. They are in the form of pipes, large casks, I should judge about 150 gallons, and would contain that quantity of water or liquid.

Q. (By the court.) You said that hoop iron was used for two purposes?

A. If you will excuse me for the present, I will come to that after a while. Well, sir; hoop iron, 1½ inch iron for hooping casks, is made to turn shackles, off the coast, in case of necessity.

Q. (By Mr. HAYES.) What other purpose is it used for?

A. It is used for ironing the casks.

Q. How about rum?

A. There are large quantities of liquor on board, termed aguardiente.

Q. How much did you find on board the Reindeer?

A. I found 117 pipes, I think, as near as my memory serves me; I believe that is correct, and 66 half pipes.

Q. This aguardiente is generally found, you say, on board of slave vessels?

A. Yes, sir.

Q. To what use is this aguardiente applied?

81 A. For trading for negroes on the coast.

Q. Mr. Miller, have you been in the country, and are you conversant with the commerce on that coast?

A. Yes, sir.

Q. How far?

A. I have been from 50 to 80 miles into the interior at certain points.

Q. You have seen certain articles employed at different points on the coast. I will ask you if aguardiente is used in legitimate commerce on the coast of Africa?

A. No, sir.

Q. For what purpose is it used?

A. Mainly for the purpose of obtaining negroes in the interior; aguardiente goes a great ways.

Q. Is it not an article received by the factors on the coast?

A. Well, there are two kinds of factors on the coast of Africa: there are factors there who we sometimes think are in a legitimate mercantile business, and there are other factors who present the same appearance, but who are known to be employed in getting the slaves on to the coast at certain points, and of storing them, I call it, in barracoons. I have seen aguardiente at the factories there on the coast.

Q. What do you call factories?

A. We call factories places of trade; negroes come in there for trading; negro trading, and trading with the negroes, and other purposes.

Q. Is it an article usually received by legitimate factories, or factories in the ordinary business?

A. No, sir; not the legitimate ones; they have that kind of liquor, but the suspicion is that they are not engaged in the legitimate trade, in most cases.

Q. On board this vessel there are mentioned 1 bale and 19 packages of hardware; and as determined by Captain Vaughan, handsaws, backsaws, saucepans, covers, table cutlery, &c. Have you examined these articles?

A. Yes, sir; I have.

Q. Will you state whether or not you found these on board slave vessels?

A. Yes, sir; we found articles of this kind.

Q. Articles like these?

A. Yes, sir; they had that cover, that pan and arrangements.

82 Q. Will you state whether they all had these articles?

A. Some had bails likewise; some had them like those, similar ones.

Q. How many would you find on these vessels?

A. We found large quantities of buckets and pails, numbering 40 or 50.

Q. What do you say to the number of 30, is it a large or a small number?

A. It is suitable for the number that that vessel would probably have.

Q. You say that 30 is a suitable number for slave vessels of the capacity of the Reindeer?

A. Yes, sir.

Q. In this hardware that is mentioned here, do you find anything in the shape of chains?

A. Yes, sir; I found two or three casks of chains.

Q. Did you take some memoranda of it?

A. I have some memoranda in reference to the chains—simply as to the number.

Q. What was the size of them?

A. Three-eighths of an inch, and one quarter of an inch in size.

Q. In what condition were the chains—separated, or in one—long chains, or short ones?

A. On opening the cask, I tried to get at the end, but I found as fast as I pulled out I seemed to be gaining, and probably would do so till I got to the bottom. I think they were whole lengths, perhaps two lengths in the cask, probably but one length.

Q. They were not cut for a cargo, or as in vessels used for commerce?

A. No, sir. Not for legitimate commerce.

Q. Have you ever seen these chains on vessels engaged in the slave trade on the coast?

A. Similar chains.

Q. For what purposes are they used?

A. Well, sir, they are used for two purposes on the coast of Africa. For one purpose, they use them in the barracoons. They form what they call pens; they drive in stakes, and form what we call pens, and stretch the chain tight round them, and then they bring them (the negroes) up; and they are brought round in this way, (explaining,) and they fasten the other parts of the chain round the ankle, and right up to these chains with padlocks to fasten them.

83 Q. What is the use of these chains on board of a vessel; have you ever seen them on board the vessels?

A. I have seen them on board of other vessels, and we carry chains of that description, but they are marked, "small mooring chains." They are not adapted for this purpose.

Q. Have you ever seen chains of this kind used?

A. I have seen them in the U. S. navy, and not on the coast of Africa.

Q. You have described to us how they are used in the barracoons; how are they (the slaves) brought off?

A. They take long chains and wind them around the wrists of a number, 8 or 10 of them, and take them down to the beach, where the surf is rolling very high; and get them into the boats with these chains, and by that means they carry them to the ships.

Q. How are these chains fastened?

A. Fastened with a padlock; sometimes with a few hitches, as we call them, by the chains themselves.

Q. Did you find any padlocks on board that vessel?

A. Yes, sir; there were padlocks on board; they comprised one of the packages.

Q. Do you know of any purpose for which padlocks would be used on the coast of Africa? What is the character of their huts?

A. Barracoons are their native huts on that coast. They are made generally out of reeds.

Q. Do they use padlocks about the premises?

A. No, sir; they are pretty honest people there, as far as that is concerned.

Q. Will you state what other articles you have found there that you have seen on board of slave vessels?

A. I have seen cases of medicines on board slave vessels.

Q. Have you seen these cases here?

A. Yes, sir.

Q. And at Newport?

A. Yes, sir.

Q. The quantity—you saw them opened?

A. Yes, sir; I saw them opened.

Q. How did they correspond in quantity with those on board slave vessels?

A. The quantity was similar to those we have seen on ships on the coast.

Q. How as to the nature of the medicines?

84 A. The same kind of medicines precisely.

Q. Have you ever known them to be used on other vessels in such quantities and kinds?

A. No, sir, I have not.

Q. Will you state, if you know, to the court, what kind of diseases are common to the negroes in these slave ships, and state, as far as your experience will allow you, the mode of getting negroes to the vessels and bringing them home from the coast to the Island of Cuba?

A. Well, these medicines, or certain medicines which these boxes contain, were used on shore in the barracoons, and then on board of the ship after the slaves were taken on board, for the use of the slaves during the voyage.

Q. You heard Dr. Turner's testimony?

A. Yes, sir.

Q. There is a large quantity of blistering paper and material on board. For what purpose is that used, as far as you know?

A. Well, it is used for different purposes. I have seen niggers with blisters on the back of the neck.

Q. What for?

A. Well, a great many negroes have what is termed sore eyes—there is a name for it, I do not know the name, there is a name. (Mr. H., opthalmia?) Yes, sir, I have seen a great many negroes with blisters on the back of the necks, diseased with sore eyes, opthalmia; it is a common disease. The slaves are taken and put on board the vessel.

Q. How is it in relation to bilious complaints and affections of the bowels?

A. They use that herb for most everything, "yerba buena," every negro knows what it is.

Q. Is it common there?

A. It is very common.

Q. Are the negroes on board subject to diseases of the bowels?

A. Yes, sir; from the change of food.

Q. Have you found such herbs on board slave ships?

A. Yes, sir.

Q. Did you examine the cargo of the Reindeer in relation to jerked beef. State what you saw there, where it came from, and all about it.

A. I have seen jerked beef from different portions of the world, but the most I have seen was on the coast of Africa. It is
85 used there to feed the negroes with, as a substitute for other things, on account of the vigorous measures of the squadron on the coast, who have generally sent vessels home that had rice on board and supplies of that nature; but of late jerked beef has replaced them, and it is used to feed the negroes both on the coast and while on board the vessel.

Q. Well, sir, did you notice the quantity here on board this vessel?

A. Well, I did not weigh it at all, some 8,000 pounds?

Q. Said to be about 8,000 pounds, 8 or 9 thousand pounds?

A. Yes, sir.

Q. How large a cargo of negroes could be taken on board the Reindeer? Will you judge from your acquaintance with the vessels in that trade?

A. About five to seven hundred.

Q. How did she correspond in size and other respects with vessels that you have seen, that have been taken?

A. She compares with the vessels we have examined and sent home from the Congo river very well. In the first place, she has, what we term, a clear between decks, but no decks there, but a clear space for a deck; some vessels that go out there have, what we term, between decks, as the bark Orion. This vessel has not, but she has a clear hold for that purpose, to lay a deck.

Q. Did you notice any arrangements, or anything about the vessel by which the deck could be laid?

A. Yes, sir. There is, what we term in ships, a rider, projecting probably five or six feet from the underneath side of the upper deck, and this rider, which would form a rest for a carline to be thrown across, for the deck to be laid on. There is no sleeper, only a carline.

(To the court.) Adapted to lay a deck on; then there would be two decks; she is a one-deck vessel at present.

Q. (By the court.) Adapted to lay another?

A. She had that to adapt her to that purpose.

Q. (By Mr. Hayes.) What was wanting to lay another deck?

A. Lumber.

Q. Do you know if any vessels are supplied with articles in which they are deficient?

A. Yes, sir; I know about that. The bark Orion had between decks, capable of holding 1,000 slaves; she took 997 slaves, and brought to the coast 80,000 feet of lumber.

86 Q. Yet she had between decks; of course she had no need of lumber for laying them?

A. It was for purposes of this kind that we always judge that lumber is used on the coast of Africa. Upon our examination of vessels, it being suspicious, we have sent them home. In regard to lumber, there is an agency at Punto Linas well supplied with lumber for a year. This agency is a slave agency. It is a port where all the cargoes are discharged. There are a number of agencies, Americans, Spaniards, Portuguese, and others.

Q. Have you ever known these cargoes and vessels to have their lumber supplied by other vessels. Do you remember any instance now?

A. No, I do not.

Q. I understand you to say that in lieu of the rice they now carry jerked beef and other articles?

A. Yes, sir.

Q. How about bread—there were 16 pipes of bread—did you examine that?

A. Yes, sir.

Q. What was it?

A. Biscuit; different kinds of bread in casks, that would hold 140 gallons of whiskey, some 150; they were large casks, I should judge, of some 150 gallons in measure.

Q. Is that used as a substitute for rice?

A. Yes, sir.

Q. How is it in relation to the manifest? you say you have not examined the manifest.

A. Yes, sir; I have examined the manifest.

Q. Have you compared the articles in it with those on board of other vessels?

A. Yes, sir.

Q. How large a portion of it corresponds in comparison with the manifests of other vessels taken in the slave trade?

A. Well, they correspond in this way. In overhauling a ship's papers, I have found the manifests very similar, with but a portion of the cargo registered upon the manifest.

Q. In those vessels are articles usually found not on the manifest?

A. Yes, sir.

Q. In what degree does this correspond with those? Is there a greater excess of articles here, or less than those you found?

87 A. There is a less—there is a greater degree of excess of articles found on board.

Q. Than there is on vessels usually?

A. Yes, sir.

Q. In this vessel there was found lime and cement, not on the manifest?

A. No, sir, not on the manifest.

Q. How is it in other vessels, have you ever found it?

A. I have found lime in other vessels also.

Q. Do you know for what purpose lime is used on board of slave vessels?

A. Well, lime is considered as a disinfecting agent, also; but it is used, or was used in these vessels, as we afterwards ascertained, for building furnaces for coppers for boiling rice.

Q. Did you find any coppers on board this vessel?

A. I did not, sir.

Q. Do you know what the practice is—do vessels in legitimate trade carry coppers on board of them?

A. No, sir.

Q. When they are found, is it an invariable evidence of their being in the slave trade?

A. Yes, sir.

Q. State what has been the usage, so far as you know, or have heard from experience in the trade—of course, you have never been in the slave trade, but from your observation—if such articles as copper kettles are ever held on to when chased, or if obliged to put into other ports?

A. Well, it has invariably been our course, when we have boarded a vessel coming on to the coast, to make a strict and close examination for the coppers, and for the irons—these two particularly; but owing to the knowledge of those engaged in the business, they have been in the habit of throwing overboard the irons before they are overhauled, and also the coppers, if they are hunted hard. We have found them, however, on board of ships; have found the coppers, and in some instances have not found them. We have found them in cases of dry goods, in the shape of prints, and marked so.

Q. Now in the first place, going where these vessels are discovered, what is the practice in relation to their coppers and kettles?

A. Well, if they can get them overboard, they do so if chased; they do not go into port with them if they put in, in distress, if they can help it.

88 Q. Boxes of sponges? It was a string of sponges. Did you see the sponges?

A. I saw them in the box. (Mr. Hayes) They were put in the box at Newport.

Q. Did you ever see these on slavers?

A. I have seen them on board of such vessels.

Q. For what purpose were they used

A. To wash themselves with. To wipe themselves down.

Q. What do you know of the care taken of them, of the negroes taken on board, to get them to Cuba?

A. Well, sir, when they get them on the ships on the coast, they are immediately sent below the hatches, which are kept well secured down, until they get clear of our men-of-war men who cruise at a distance of 80 miles, or 200 miles off the coast. If they run clear, when they get off quite a distance from the coast, they bring them up in

bands, say 10 to 20, on deck, and then go through with a process of ablution, and get them strengthened up again. Doctor them up.

Q. Do they or not take care of them, in order to get them sound to the coast. (Court.) You say they give them sponges to wash themselves with?

A. They do not give them anything nice as a towel, but they give them sponges. Slaves are put in messes generally.

Q. Those are mess kettles?

A. Yes, sir, those with bales are mess kettles. One of them would be for 15 or 20. And they set down around them as they do in their own country, and feed themselves with an iron spoon.

Q. Did you find any iron spoons on the Reindeer?

A. They were on board, but I could not get down to them, from the fact that they were packed closely.

Q. Is the table cutlery spoons?

A. No, sir, the table cutlery marked in the manifest are knives. I do not mean the manifest: no, sir. It is marked on the box, "Table cutlery." It contains different sizes of table cutlery.

Q. It is not table cutlery?

A. No, sir, not an ordinary table cutlery.

Q. It is manifested "hardware," and it is really large knives. Any forks?

A. No, sir, no forks there, at least I could not find any forks. If there was any forks it is in other packages.

Q. Well, there are no forks corresponding to the size of the knives?

89 A. No, sir. The packages I opened were marked "table cutlery;" they were marked so many different sizes, table cutlery.

Q. Speaking of chains, are these the chains used for handcuffs, and leg irons, or shackles?

A. Yes, sir: and it is a suspicious thing, if found on board of a vessel clearing for the coast of Africa, and almost invariably results in their condemnation, as far as my knowledge extends.

Q. In relation to the capacity of this vessel for speed, its swiftness, state to the court what is the present character of the vessel?

A. The bark Reindeer is a very ordinary sailer.

Q. Is it the custom to have swift sailers on that coast now, or how is it?

A. Well, we have had on that coast some very fast sailing vessels engaged in the trade, but of late there are not many of what we would term fast vessels. Mostly ordinary vessels. The vessels spoken of, the bark Orion, Emily Lincoln, Ardennes and others were what is termed ordinary sailers; some of them were too shrewd for us however, too fast for us, for we had a sailing vessel.

Q. Why do they use ordinary sailers—is there any preference over the swift.

A. Why, this is one of the reasons. If they succeed in running a cargo from the coast of Africa and land their slaves, they can let that vessel go, which they have done very recently. They don't care for

that vessel if they can run the cargo. The cargo, if safely landed, will pay for two or three such vessels. Frequently the vessels have been abandoned after they have landed their cargoes, and the vessels again picked up by parties so concerned and sold to the owners, who have bought the vesssel in again for a small sum.

Q. Do the steamers have any effect. Do they have any influence on the character of the vessel?

(Witness.) In what respect?

(Mr. Hayes.) As to their speed.

A. Well, sir, our steam men-of-war are very vigilant and very active in cruising for fast vessels that come upon the coast engaged in that business. She would give them a pretty clever chase, when our vessels gave chase, and of late there have been pretty fast vessels on the coast.

Q. If a vessel gets becalmed when a steamer is in chase, the fast sailers are no better than the slow ones?

90 A. No, sir.

Q. I will ask you what is the custom or practice on the coast in relation to carrying a double complement of officers—an American set and a Spanish or Portuguese set?

A. Well, sir, they have always had when we have boarded those vessels; there have been one or two persons aboard as passengers. Two, in a majority of instances; but one reports himself as supercargo, the other as passenger. But the custom has been for the vessels to go out with their Portuguese or Spanish passengers, and an American captain to take the vessel on the coast, and then one of the passengers becomes the captain. In every case, in all but one case within my knowledge, of the operations of these fellows on the coast, this has been true.

Q. In the cargoes of these vessels are there articles of legitimate merchandise usually, more or less?

A. Well, sometimes there are; I have seen cheap crates of crockery which would be legitimate articles of merchandise anywhere; I believe I have seen glassware on board of these ships.

Q. For what purpose was this carried?

A. Well, that we could take them for trading vessels.

Q. Half blinds?

A. Yes, sir; for such an influence.

Q. Candles, I see on this manifest?

A. That is merely to cover up also. Candles are very seldom used in a negro country. Their candles consist of a little fire, made between stones, to give a little light.

Q. There was some flag matting. Did you see it?

A. There was a quantity in rolls, and some lying loose.

Q. What was the kind?

A. It is flag matting, made by the negroes upon the coast. The negroes make it of different kinds. The kind that was found on board was the the kind used to cover over huts, to cover on the flats of their huts, and also used inside for lying down and sleeping on.

Q. For what purposes did you ever see it used in these vessels?

A. On none other than on those vessels for the slave trade. They use it for spreading the slave decks, the decks which would be laid for that purpose.

91 Q. For them to lie on, on board the ships, and on the coast. Did you ever see it on vessels in the legitimate traffic?

A. I have not—not in the legitimate traffic.

Q. Among the articles described here, and found by the physicians, was santonica or wormseed. Do you know for what purpose that is used?

A. I don't know as I do. I have heard it mentioned, but cannot say for what purpose.

Q. In chaining these negroes, they are brought down after putting the shackles or chains on. State whether or not they are chafed, and get sores on them?

A. Yes, sir; that is a very common thing with these negroes; from their confinement and sitting in different positions they become chafed and rubbed very badly sometimes.

Q. Do you know what they use as a remedy for that?

A. They use lint and salve.

Q. Did you find lint and salve aboard of this vessel?

A. Yes, sir; any quantity of lint, and a quantity of salve in one of the boxes containing medicines.

Q. I will ask you what part of the coast of Africa they bring the negroes from.

A. Well, sir, they bring them from certain points on the coast.

Q. I will ask you with reference to San. Antonio. Is it south or north of the equator?

A. It is north of the equator.

Q. I will ask you from what part of the coast do they bring them?

A. South of the islands. That portion of the coast runs north and south; southeast and northwest.

Q. In going down the coast, you have to make the Cape de Verde islands?

A. You do make them, sir. We do that for the purpose of getting the trade winds.

Q. The Congo river is the principal place for the slave trade?

A. One of the principal places, sir; and Punto Linas, or something like that name, is also.

Do you know where the Cape de Verde islands are, and have you seen them?

A. Yes, sir.

Q. Do you know anything about San Antonio, and have you seen it?

92 A. Yes, sir; it is a small island with an open roadstead.

Q. Is it a place where a cargo of wines, and the articles on this ship's manifest would be carried for a market?

A. No, sir; there are not enough people to consume that cargo for a long time.

Q. How large should you judge the establishment to be on that island?

A. I could not say exactly the area; it is a little place; the town there has probably from 1,000 to 1,500 inhabitants.

Q. What sort of harbor is it?

A. No harbor.

Q. No trade? no commerce?

A. Yes, sir; legitimate traders go there and cruise round.

Q. What do they carry there—anything?

Q. Yes, sir, they do; they carry hams in hogsheads—hams in barrels and in hogsheads. (Repeats to court.)

Q. (By the court.) Well, sir; is that for ship's purposes?

A. For vessels going in there; vessels put in there very frequently.

Q. And vessels lie off on this roadstead?

A. Yes, sir.

Cross-examined by Mr. Payne.

Q. The trade of San Antonio is principally in carrying articles there to be taken off by orther vessels, and not for consumption on the island?

A. Well, there is something for consumption; cheese is one of the articles carried there. Traders go out from there in small schooners The number of people is so small that there is but little consumption on the island. It is a place where whalers put in occasionally.

Q. What for—supplies?

A. Well, no, sir; sometimes for water; then they recruit there sometimes, and at the other islands; for there are a number of the Cape de Verde islands, and San Antonio is a very small island.

Direct examination resumed.

Q. You say vessels go in there and trade, in small schoners; not vessels of 250 tons burden? barks?

93 A. Oh! no, sir; small schooners that trade around the island.

Mr. Hayes here offered in evidence the shipper's manifest. (See Exhibit U.)

SATURDAY MORNING, *October 5th*, 1861.

Wm. Mason recalled.

Examined by Mr. Hayes.

Q. I understood you to say that you are accustomed to consider the value of vessels. You are a ship-owner yourself, and know the market value?

A. I do, sir, somewhat.

Q. Have you known the market value of vessels for a year or two past?

A. I have kept somewhat posted up, sir.

Q. In New York and elsewhere?

A. Yes, sir.

Q. State what, in your opinion, is the market value of the bark Reindeer. What was it when she came into Newport?

A. Well, as far as I could see, from her general appearance, and from the low value of vessels at this time, I should think $3,000 would be more than she would fetch.

Q. Have you examined her to see whether she is sound or not, or rotten?

A. I have not, sir; I have only observed her outward appearance, as showing marks of decay and age.

Q. You said yesterday that you were familiar with the tariffs on the Island of Cuba. State if you know what is the tariff upon hardware.

A. I am not aware that the tariff has been altered since I have been in the habit of doing business there; I presume it is the same. At the time I was there, the average duty was about 24 per cent. I am aware that hardware used by the planters in that country is imported free of duty, they having an exclusive privilege.

Q. You know what those articles are?

A. All articles pertaining to the plantation use, such as machinery, steam-engines, sugar-mills, or casks.

Q. Agricultural implements?

94 A. Agricultural implements—articles of that character; I think our American plows. So far as they have been used for agricultural purposes, I believe I, myself, was the first to introduce the American plow on the Island of Cuba.

Cross-examined by Mr. Payne.

Q. You speak of the value of the Reindeer at the time she was in Newport?

A. Yes, sir.

Q. And of her market value in Newport at this time?

A. I did.

Q. I forgot when you left Cuba?

A. In 1851, sir.

Q. Ten years ago. You have no knowledge of the tariff since?

A. I have a knowledge of the tariff so far as it refers to certain articles which I have sent there in trade; I never have sent any hardware there.

Direct resumed.—By Mr. Hayes.

Q. You have been in trade, in Cuba, since you left there?

A. I have, sir.

Q. Was the market value of vessels last winter something more than at the present time?

A. I should judge that the bark Reindeer, at no time during the past year, would fetch in any market, unless a merchant had a special purpose to put her to, over $4,000.

Q. Do you know the difference between the value of vessels in Havana market and other markets—Boston, New York, &c.?

A. I do, so far as their adaptation to a particular business is concerned.

Q. About what is the relative difference?

A. Vessels ranging from 200 to 300 tons are better adapted to the Cuba trade than vessels of a larger size, and generally fetch more in proportion.

Q. What I mean is, do you know the difference between the markets here and in New York?

A. That depends upon the business. For instance, if she is a large carrier and will store well a cargo of molasses, she would fetch more in the Havana market than here.

Q. How much more?

A. Probably 5 or 10 per cent.

95 TESTIMONY FOR THE DEFENCE.

Deposition of Charles W. Arnold.

And the said Charles W. Arnold being about the age of nineteen years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Charles W. Arnold, and he did thereupon depose, testify, and say as follows, viz:

I reside in the city of New York, at No. 58 Greenwich street; I am a clerk with James E. Ward & Co., of this city; I have been with them five years yesterday; I was with them January, 1861. I know the bark Reindeer; I saw her in January last; she was lying at Pier No. 9, East river, in this city; she was loading for Havana. James E. Ward & Co. where her agents and loading her. James E. Ward & Co. are shipping and commission merchants; they were carrying on that business when I went with them, and have continued in it; they were in that business before I went with them; their business is large; they are well-known merchants, they advertised the ship or bark in the Journal of Commerce.

The Journal of Commerce of the 22d of January, 1861, is here shown the witness, and he says the advertisement contained in that paper and shown him is the advertisement of James E. Ward & Co. in reference to that bark.

(It is consented by Mr. Hayes, counsel for United States, that the advertisement referred to may be cut out and annexed to this deposition instead of annexing the whole paper, subject to objections as to the competency, &c.

FOR HAVANA, DESPATCH LINE.

Positively first vessel to sail. Packet for Thursday, 24th inst. Positively no freight received after that time. The fine, fast-sailing regular packet bark Reindeer, Cunningham, master, is now completing her loading at Pier 9, E. R., having been detained by stormy weather. Will receive until the above date, if not sooner full.

For bulk of 400 bbls. freight, or passage, having fine accommodations, apply to

JAMES E. WARD & Co.,
116 *Wall street.*

Shippers will please clear their goods at the custom-house, and send in bills of lading for signature.)

96 I took an account of most of this cargo; that is, the mate took it, and I copied it from his book. I was down on the dock pretty much every day, to see how she was getting along. The bills of lading were made out by the shippers, but sent to our office for examination and checking.

(There is a book shown the witness, which he says is a copy of the various cargoes ; book of the various vessels which the house of Ward & Co. despatch.) This book contains a copy of the cargo book of the Reindeer, on the voyage in question, as near as we can get at it. Most of this book is in my handwriting. There are a few of the entries in the handwriting of W. Ward. It was copied into this book at various times, commencing from about the 15th of January, until she completed loading. I have made a copy of the account of that cargo, from the book referred to

(The book is here offered in evidence by Judge Beebe, and objected to by Mr. Hayes as incompetent and irrelevant.

The book is here marked Exhibit "A." Sept. 18th, 1861.

C. W. NEWTON,
U. S. Com'r.)

I was down at the vessel at the time the cargo was going on. Charles Zinn & Co., P. Harman, his nephew, & Co., McKisson & Bobbins, D. & A. Sturvesant, I. H. Adams & Coombs, Wells & Provost, R. L. Allen, Logan & Linderwood, were shippers by the Reindeer ; they are most of them well-known shippers and merchants in this city.

Q. Was the cargo the usual cargo for that market?

(Objected to by Mr. Hayes.)

A. It was. She sailed about the 1st of February for Havana ; her freight list was $904 89. The paper here produced and marked Exhibit "B" the witness says is a copy of the freight list made by him. Cahujac & Brothers are the agents for James E. Ward & Co. in Havana. I think the vessel went to Perez & Martinez ; however, the original freight list goes by the vessel.

(Mr. Hayes objects to the admissibility of the copy of this freight list.)

Cross-examined by Mr. Hayes, counsel for U. S.

A. I can't say who owned the Reindeer.

Q. Did you understand who owned her?

(Objected to by Judge Beebe, for claimants.)

97 A. No, sir. I don't know of any one that James E Ward & Co. acted as agents in loading the vessel, except the captain. I know Peirre L. Pearce.

Q. Did you not understand that J. Ward & Co. were acting as agents for Pearce?

A. No, sir. (Objected to by Beebe.) James E. Ward & Co. have loaded other vessels for Havana since the loading of the Reindeer: bark James Cook, brig H. B. Emery, schr. Albert Treat, schr. Margetta Tilton, bark James E. Ward, schr. B. Watson, brig Mary E. Pierce, brig Ocean Wave, schr. Cosmopolite, bark Virginia Ann; all these have been loaded by Ward & Co. since the Reindeer; some of the schrs. were three-masted. The schr. B. Watson was a three-masted schr. I knew Capt. Cunningham, of the Reindeer. I saw him on South street, in this city, to-day, near the corner of Wall.

CHARLES W. ARNOLD.

Subscribed and sworn to Sept. 18th, 1861, before—

CHARLES W. NEWTON,
U. S. Com'r, South'n Dist., New York.

98 EXTRACT FROM BOOK MARKED EXHIBIT A.—H. PITMAN, *Clerk.*

Bark Reindeer, Capt. Cunningham, for Havana.

Marks.	Pkg. and contents.	Feet.	Inches.	Shippers.	Tare.	Date.
E. D.	2 bales baskets	70	3	Chas. Zinn & Co	1—1	Jan. 15.
C. Y. & Co.	4 corn-shellers	53	11	R. L. Allen	"	"
	395 bbls. cement	.....	...	Delafield & Boxter	"	"
M. A. & Co.	9 ps. castings	.....	....	Logan & Sedgwood	"	"
F T. S. & Co.	6 casks bark	.....	....	P. Harmenez, N. & Co.	1—2	"
M. A. & Co.	14 ps. castings	.....	....	Logan & Sedgwood	"	"
"	12 boxes "	.....	....	....do	1—3	"
"	19 " "	.....	....	....do	1—4	"
S. T. de L.	13 " "	.....	....	....do	1—5	Jan. 16.
"	12 " "	.....	....	....do	1—6	"
P. T. S. Co.	5 hhds. bark	.....	....	P. Harmenez, Nephew & Co.	2—1	"
C. Y. & Co.	6 pkgs. wheelbarrows	82	0	R. L. Allen	2—2	Jan. 17.
S. T. C de L.	3 wheels	.....	....	Sedgwood	2—3	"
"	7 boxes castings	.....	....	....do	"	"
"	1 iron frame	34	1	....do	"	"
99 M. A. & Co.	2 iron frames	68	2	....do	"	"
	1 box castings	.....	....	....do	"	"
	2 " "	.....	....	....do	2—4	"
	2 machines	.....	....	....do	"	"
	1 iron frame	34	0	....do	"	"
S. T. C. de L.	10 boxes castings	.....	....	....do	"	"
	2 " "	.....	....	....do	2—5	"
	2 machines	.....	....	....do	"	"
	13 pieces castings	.....	....	....do	"	"
	100 bags oats	.....	....	D. & A. Sturtevant	2—6	Jan. 18.
Ayal.	1 bbl.	.....	....	T. Cottle	"	"
McD.	13 casks	.....	....	McDonald	2—7	"
E. P.	1 "	.....	....	C. Parker	1—7	"
S.	14 bdles. rope	.....	....	Adams & Combs	2—8	"
"	1 cask	.....	....	....do	"	"
"	100 bags feed	.....	....	D. & A. Sturtevant	2—9	Jan. 19.
"	4 bbls. turpentine	.....	....	Adams & Combs	2—10	"
B.	2 boxes	.....	....	....do	"	"
	2 casks	.....	....	....do	"	"
S. L.	1 box	.....	....	....do	"	"
M. G. & G.	12 boxes mdze	51	0	A. C. Bang	2—11	"
P.	26 bbls. beef	192	10	C. Parker	1—7	"
B	8 corn-shellers	112	0	Adams & Combs	1—8	"
"	1 box	15	5	....do	"	"
"	1 cask	19	6	....do	"	"
100 E. S.	1 box	5	6	....do	"	"
B.	6 plows	.....	....	....do	1—9	"
"	9 wheelbarrows	231	0	....do	"	"
P. & M.	65 boxes mdze	66	8	S. McMurray & Co.	2—1	"
P. T. S. & Co.	1 cask bark	.....	....	P. Harmanez, Nephews	2—0	"
J. A. de Moleira.	5 cases furniture	121	5	Potter & Siymus	2—6	"
do.	12 " "	383	1	....do	2—9	"
S. T. C. de L.	1 fly-wheel	9	0	Sedgwood	2—10	"
R. Y. & Co.	20 wagon wheels	.....	....	I. Stephens	2—11	"
E. Abella.	2 pkgs. { 1 small keg / 1 " bdl	.....	....	.....	"	"
S.	25 bbls. vinegar	.....	....	Wells & Provost	2—12	"
B. L.						
A.	4 casks	100	2	Adams & Combs	"	"
"	10 trunks	117	1	....do	1—9	"
J. D. Molina.	1 case	28	2	....do	"	"
B. L.						
A.	7 trunks	81	8	T. Harnanez, N. & Co.	1—10	"
101 B. L.						
A.	1 case	19	11	Adams & Combs	"	"
"	5 stores	88	9	....do	"	"
B.	2 cases	23	3	....do	"	"
"	1 cask	36	1	....do	"	"
"	5 stores	88	9	....do	"	"
P. T. S. & Co.	11 casks bark	.....	....	T. Harmanez	"	"
M.	8 tierces hams	100	0	Higby & Smith	"	"
L. F. & Co.	100 bbls. rosin	.....	....	McKerna & Brothers	2—12	"
D. C.	1 case biscuit	23	8	Erastus Titus	"	"
E. T. & Co.	1 " "	12	11	....do	"	"
B.	2 stores	28	3	Adams & Combs	"	"
B. L.						
A.	2 boxes mdze	8	3	....do	2—13	"
do.	2 kegs do.	13	6	....do	"	"
do.	1 trunk do.	8	7	....do	"	"
C. C. & Co.	1 case do.	6	5	Jos. Manzanedo	"	"
L. F. & Co.	20 bbls. rosin	.....	....	McKernn & Bro	2—13	"
B.	15 bbls. ale	.....	....	M. Vasser & Co	1—11	"
	108 bales	.....	....	D. & A. Sturtevant	"	"

Sailed January 31st, 1861.

102 EXTRACT FROM BOOK A—Continued.

Schooner B. Watson, Captain Willeby, for Havana.

Marks.	Contents.	Feet.	Inches.	Shippers.	Tare.
Larrinoqi	6 boxes	220	1	Mora Brothers & Co.	1—2
M	210 boxes starch	227	6	G. W. Thompson	"
Conde de Fernandina	1 box	29	7	E. V. Haughwout & Co.	"
Jose Burnett	2 boxes	132	"	do	"
Count San Fernandina	2 casks	61	10	do	"
F. C. Herrera	1 box	2	1	do	"
	3 hand carts			Ellis & Topham	"
C. G. C	1 crate	35	6	J. J. Griffin	"
D. T. H	1 box	268	1	Fielding Brothers	"
"	2 wheels	31	2	do	"
"	1 axle	30	4	do	"
Marquese of Almendares	1 cask	37	0	E. V. Haughwout & Co.	1—2
Jose Burnutt	1 "	26	1	do	"
Count San Fernando	2 boxes	27	1	do	"
Marquese of Almendares	1 barrel	5	5	do	"
H	2 boxes	20	11	B. Gramm & Co.	"
"	1 box	18	1	do	"
A. F. H	3 bales	37	9	do	"
A. C	30 bags corn			Young, Bennett & Co.	"
103 Y	30 bags corn			do	1—2
"	116 tierces boards			Danworth Brothers	"
Cy B. H	1 box	14	0	B. Graum & Co	"
P. M. H	1 box	76	5	do	"
B	12 barrels	78	0	G. W. Thompson	"
P. T. S & Co. X.	25 casks			T. Harmony & Co.	"
	210 tierces boards			do	1—3
Exemor San Garl Tequaro	1 box	48	0	E. V. Haughwout & Co.	"
Descrele & Murrow	16 barrels	118	0		"
" "	18 rolls	24	0		"
" "	1 box	3	4		"
T. & V. E	80 bags sumac			T. Harmony & Co.	"
T. W. A	14 barrels			D. M. M. Turner & Co.	"
D. F. D	4 bales	43	6	H. R. David	"
I. & V. F	84 bags sumac			T. Harmony & Co.	1—4
P. T. S. & Co	1 cask			do	"
Deverell & Messner	3 barrels	29	6	T. Harmony	"
I. & V. F	8 bags sumac			do	"
D. F. D	1 case	37	1	H. R. David	"
	141 pieces boards				"
D. F. D	3 pkg	26	8		"
"	1 box, 1 bbl. pails	14	11		"
	8 bales hay				"
	18 bales hay				1—5
104 F. & G	1 box	32	2	J. Morrison & Co.	"
F. & D	11 boxes	105	7	do	"
	24 bales hay			D. & A. Sturvesant	
E. D. P	1 box	35	8	G. J. Sanger & bro.	
	8 bales hay				
F. P. F. G	3 casks	116	6		
Wilson & Calers	1 case			D. Appleton & Co.	
J. W. E	10 tierces lard				
F. & D	4 barrels	39	4		
W. P	1 bag sumac				
I. V. F	1 bag sumac				
W. & C	50 bbls potatoes			I. E. Stow	
J. W. E	112 kegs lard			I. Harrison & Co.	
D	28 barrels beans			W. B. Craft	
C. A. & Co	4 packages	88	9	Chas. Zinn & Co.	
F. W. D	14 barrels lard			I. S & S. Harris	
J. W. E	20 tierces lard			D. Harrison & Co.	1—5
105	196 t west pine bds			Danworth Brothers	1—5
	24 t west pine bds			do	1—6
F. D. P	4 cases mdze	188	5	Telet & Sazerac	"
Dm. B & Co	8 barrels beans			J. J Watson	"
F. W. D	11 barrels mdze			J & T. A. R. Webster	"
L	118 boxes cheese			W. H. Little	"
H	6 bdls. chairs				"
G. & M. H	1 case	28	10	Gramm & S	"
T. W. E	3 tierces lard			I. Harrison & Co.	"
"	79 kegs lard			do	"
"	25 kegs lard			do	1—7

JAMES E. WARD & CO., AGENTS.

Freight list of bark Reindeer, Cunningham, master, from New York to Havana, January 30, 1861.

No	Shippers.	Consignees.	Marks.	P'ks and cont's.	F'ght.	Fr'ge.	Total.	Remarks.
1	M. A. Ellerby	Order		395 bbls. mdze	$197 50	$9 88	$207 38	
2	L McMurray & Co	do	P. & M.	65 boxes "	7 70	39	8 09	
3	Chas Sturtevant	Escauriza & Serpa	S	200 bags "	65 00	3 25	68 25	
4	R. McDonald	Paris Bailiff & Co	MacD.	13 hhds. "	32 50	1 63	34 13	
5	Charles Mayer	Renes Yberzned & Co	R. Y. & Co.	20 wheels "	15 00	75	15 75	
6	do	M. Gaston & Co	M. G. & Co.	12 pkgs. "	5 68	28	5 96	
7	Charles Zinn & Co	Eugene Decroissy	E. D.	2 " "	8 03	40	8 43	
8	M. E. Santos	J. Ayala	Ayala.	1 bbl. "	1 00	5	1 05	
9	do	F. Abella	F. Abella.	2 pkgs. "	1 00	5	1 05	
10	Mora Bros., Navarro & Co	Mora Ajuria & Co	M. A. & Co.	63 " machinery	45 38	2 27	47 65	E. & O. E.
11	do	Jose Touts	S & C. DeL	64 " "	46 50	2 33	48 83	N. York, Jan. 30, 1861.
19	J & T A R Webster	H P. Finley	P	27 " beef	15 50	78	16 28	
12	Webb & Provost	Order	S	25 bbls. vinegar	15 63	78	16 41	
13	R L Allen	Carbajosa Ybarzabel & Co	C. Y. & Co.	10 pkgs mdze	10 88	54	11 42	
15	W. Hegbie Smith	J. M. Morales & Co	M.	8 tierces mdze	11 00	55	11 55	
16	T. Harmongs, Nephews & Co	Jose Xepri	P. T. S. & Co. X.	22 hhds. "	88 00	4 40	92 40	
17	do	J. S. Jorrin	J. A de Molner.	17 pkgs. "	57 10	2 86	59 96	
18	do	do	J. D Molner.	1 " "	3 35	17	3 52	
19	Jose Manzanedo	Charles Cabello & Co	C. C. & Co.	1 " "	1 50	8	1 58	
20	Jos. H. Adams & Combs	J. H. Adams & Combs	E. S. G. L. B. B. L. A.	22 " "	18 10	90	19 00	Exhibit B.
21	do	do		1 " "	2 84	14	2 98	C. W. Newton.
22	do	do		39 " "	40 13	2 00	42 13	U. S. Com'r.
23	do	do		18 trunks "	9 00	45	9 45	Sept. 18, 1861.
24	do	do	"	4 pkgs. "	8 03	40	8 43	
25	do	do	"	9 " "	5 93	30	6 23	
26	do	do	"	1 " "	1 60	8	1 68	
27	M. Kissons & Robbins	Lobe Fernandez & Co	S F. A. L. F. & Co.	120 " "	67 20	3 36	70 56	
28	M. Vassar & Co	Piere Chas. Baurelle	B.	15 bbls. "	11 25	56	11 81	
29	Erastus Titus	Gottig & Will	D. C. E. T. & Co.	2 cases "	4 56	23	4 79	
30	D. & S. Sturtevant	Escauriza & Serpa	No mark.	108 bales hay	108 00	5 40	113 40	
					904 89	45 26	950 15	

107 *Deposition of Camille Ludmann.*

And the said Camille Ludmann, being about the age of years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Camille Ludmann, and he did thereupon depose, testify, and say as follows, viz:

I live No. 71, 23d street, in this city. I was in Havana last spring. I was on board of the bark Reindeer once when I was in Havana, about the middle of April last. I saw the captain on board. I don't remember his name; she looked as though she was empty; she was doing nothing at the time; I took dinner in her at the time.

C. LUDMANN.

Subscribed and sworn to, Sept. 18, 1861, before—

CHARLES W. NEWTON,
U. S. Com'r, Southern District, New York.

Deposition of James E. Avery.

And the said James E. Avery, being about the age of fifty-five years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said James E. Avery, and he did thereupon depose, testify, and say as follows, viz:

I reside at No. 124 Union street, Brooklyn; I am a stevedore, doing business in this city, (New York.) I have carried on the business three years last May. I know the bark Reindeer; I loaded her in January last, in this city.

Q. Who were her agents? (Objected to by Mr. Hayes.)

A. James E. Ward & Co.; they loaded her; I loaded her for Havana. I have frequently loaded other vessels for Havana; her cargo was the usual cargo for that market. I don't know about the shippers; the cargo was brought by various carts, and at various times. I think she sailed about the first of February; I know the house of James E. Ward & Co.; they are well-known merchants here. I never have loaded other vessels for them, for Havana. I have discharged and loaded other vessels for them for and from other ports.

108 *Cross-examined by Mr. Hayes, for the United States.*

I don't know who Ward & Co. were agents for, in loading that vessel; I don't know that they were agents for any one. I don't know for whom they acted. I don't know the contents of the various casks that are on the shipping list. I know there was cement; I know there was boxes, crates, and casks, but what they contained I can't say.

Q. Who owned the vessel at that time?

A. I don't know. [I understood Pierre L. Pearce; he lived in Brooklyn, I understood, but I don't know.]

(The part of the last answer in brackets objected to by the counsel for claimants.)

Re-examination resumed for claimants.

There was beer in casks of ale in the cargo, and there was rosin in barrels; tanner's bark in casks on board: there are two bark Reindeers which come to this port.

JAMES E. AVERY.

Subscribed and sworn to Sept. 18, 1861, before—
CHARLES W. NEWTON,
U. S. Com'r, Southern District, New York.

Testimony of F. Martinez.—Ex. by Mr. Payne.

Q. Where do you live?
A. In Havana.
Q. What is your business?
A. General commission merchants. In business for our accounts, and for the accounts of others, in commission.
Q. What is the name of your firm?
A. Peres & Martinez.
Q. Is that firm an old firm?
A. It is about three years, but my partner was established before, about 2 years.
Q. Do you know the bark Reindeer?
A. I do.
Q. Did you see her in Havana last winter?
A. She was consigned to us.
Q. What became of the cargo that was in her when she was consigned to you?
109 A. It was all landed, and handed to the different persons who were the consignees. The freight was collected about the beginning of March.
Q. Was the whole cargo delivered?
A. The whole cargo.
Q. Who loaded the vessels afterwards?
A. We did.
Q. This cargo that is now on board of her?
A. Yes, sir.
Q. Who did you load her for?
A. Mr. Tejedor.
Q. At what time did you finish loading her? What month and time was it that she finished loading?
A. She finished loading on the 21st of June, and was cleared at the custom-house on the 22d.
Q. And when did she leave Havana?
A. On the same day, 22d of June, at 6 o'clock in the evening.

Cross-examined by Mr. Hayes.

Q. How old are you, Mr. Martinez?
A. Twenty-four, sir.

Q. How long have you lived in Havana?

A. Five years.

Q. Are you acquainted with the slave trade?

A. No, sir; no, sir; never have been. That is not my opinion, sir.

Q. Does the law of Havana require all goods shipped from Havana to go upon the ship's manifest?

A. On the manifest in the custom-house of Havana, to be declared in the custom-house, we get permits for the shipping.

Q. Do you put goods on board vessels without reporting them at the custom-house?

A. They don't allow it. Everything must be declared at the custom-house to be shipped.

Q. You never put anything on board without declaring it at the custom-house?

A. Everything has been put on board with permits from the custom-house.

Q. The goods permitted are put on the manifest?

A. Well, there is no manifest. Everything is sealed We declare everything at the custom-house, and the custom-house delivers the whole parcel sealed.

110 Q. You know whether the ship carries on her manifest the goods that are in her cargo?

A. Yes, sir.

Q. She does, does she not?

A. Yes, sir.

Q. You see the manifest?

A. That is the captain's manifest. (Shows Exhibit B.)

Q. See if there are any goods in the vessel not on the manifest; not put there by you?

A. I did not do the manifest.

Q. Have you examined this manifest?

A. I have seen it, sir.

Q. Now, I will ask you the question again. Did you put any goods on board the vessel that is not on the manifest? If you did, I should like to have you state it.

A. (Reads.) There are some goods here that were not entered in the custom-house; there are more goods here. There are 2, or 3, or 4 packages of medicines, 4 jars, and two barrels of lime, and some provisions.

Q. Everything on board the vessel, you declared, was put on the manifest?

(Court understood him, he put nothing on board, except through the custom-house.)

Q. You say you did this for Mr. Tejedor. Do you know what articles were on board that vessel?

A. Yes, sir; I know.

Q. Were you present when the goods were shipped on board the vessel all the time?

A. I got the permits myself. I went to the custom-house for the permits. I meant the permits I signed, by the name of the house.

Q. Will you answer this question? Did you go to the custom-house in every instance?

A. I did.

Q. Your partner never went to the custom-house?

A. My partner never went.

Q. You were present at the vessel all the time the goods were being put on board?

A. I could not. The vessel was in the stream. I was on the wharf when the goods were shipped in the lighter.

Q. You saw every package?

A. Yes, sir.

Q. You swear to that?

A. Yes, sir.

111 Q. You did this for Mr. Tejedor?

A. Yes, sir.

Q. What charter-party did you have when Mr. Tejedor consigned this to you?

A. Half per cent.

Q. I don't ask you the commission.

A. Why, his charter of the vessel, and he paid some commission for loading.

Q. You were the brokers; that's all?

A. We acted as brokers then.

Q. Did you examine the contents of the different packages?

A. I could not examine them; it was impossible for me to examine them.

Q. You say you had the charter-party of Mr. Tejedor?

A. Yes, sir. (Produces it, marked Exhibit V.)

Q. Was there any contract as to persons on board? Did anybody go on board to sail with her?

A. I know there were two passengers on board. One was to go as supercargo—Mr. Pinto.

Q. Anybody else?

A. I know it was, because it was on the bills of lading; he was to have the whole disposing of the cargo.

Q. Do you not know, sir, that he (Tejedor) declared to the effect that Pinto and Garcia were to be his representatives?

(Produces quintuple copies of the charter-parties. Witness wished a particular one.)

Q. Are they not all alike?

A. Yes, they are all alike; but on one there is a note authorizing Mr. Pinto. It is on the bill of lading.

Q. I do not want the bill of lading. I ask you now, if the declaration authorizing Pinto and Garcia was not on one of the charter-parties? I ask if this is not there: "I hereby declare that the supercargoes, J. S. Pinto and Don Pedro Garcia, may represent me in every respect as per charter, except not to sell and transfer, &c., my right; also, to claim damages and losses, and in all and everything." That is the charter-party put into the hands of Mr. Pinto.

Then there were two charter-parties, authorizing two supercargoes on board?

A. I know it is so on the bill of lading.

Q. I don't ask as to the bills of lading. Mr. Witness, I ask you now, if I understand you correctly, when you say that there were two persons whose names were signed to one of the charter-parties, to act as supercargoes?

A. Yes, sir.

112 *Testimony of Capt. Chas. Cozzens.—Examined by Mr. Dean.*

Q. Where do you live?

A. I live in Newport, sir.

Q. What has been your business through life?

A. Well, I have been employed variously.

Q. You have been a seafaring man and captain?

A. Yes, sir, for some 40 years.

Q. On the 20th of July last did you go on board the bark Reindeer at Newport, sir?

A. Yes. sir.

Q. In what capacity?

A. As deputy sheriff.

Q. Who was the sheriff?

A. David M. Coggeshall.

Q. Sheriff of Newport county?

A. Yes, sir.

Q. What did you go on board for?

A. To take charge of the ship.

Q. As ship's keeper under the sheriff?

A. Yes, sir.

Q. Have you continued there?

A. Yes, sir; up to this time.

Q. Have you slept on board over night?

A. Yes, sir.

Q. How soon after you went did you see Captain Macy, the collector of the port?

A. I should think it was two or three days.

Q. Did he know what you was on board for?

A. Yes, sir.

Q. Did he make any objections to your being there?

A. None at all.

Q. Were you present at the time the cargo was removed?

A. Yes, sir; I took an account of it as it went out.

Q. Did you do that in behalf of the sheriff?

A. Yes, sir.

Q. Have you made list of the charts that you found in the captain's state-room? (Mr. Dean hands the witness a list, marked "Exhibit W.")

Q. See if that is the list.

A. That is the list, sir. The list was made Oct. 3, 1861.

Q. These are now on board?

113 A. Yes, sir.

Q. That is besides those you have taken away?

A. Yes, sir.

(Witness reads from the list, "Chart of the Atlantic coast of America; general chart of the West Indies and Gulf of Mexico and Carribean sea; chart of the north coast of the Gulf of Mexico from ——— to Galveston; wind and current chart of the North Atlantic coast; chart of the coast of North America, from Point Judith to Cape San Antonio, on the Island of Cuba; chart of the northeastern coast, from New York to Cape Canso; chart of the North Atlantic Ocean. A bundle of wind and current charts, containing 11 charts.)

Q. These have been on board ever since you were there?

A. Besides those charts which were taken away?

Q. When were they taken away?

A. Well, I think it was about a week ago, or more.

Q. Those, then, are on that list, and were taken away a week ago, or so, and they comprise all the charts that were found on board?

A. Yes, sir.

Q. Were you present when the marshal objected to your taking away that cargo, or removing it?

A. Yes, sir.

Q. Have you ever surrendered your possession, or your right to be there?

A. No, sir, to nobody, sir.

Cross-examined by Mr. Hayes.

Q. Capt. Cozzens, when you went on board, whom did you find there on board that vessel? Whom did you find there in possession?

A. There was a custom house officer, Captain Taylor; he was on board when I went there; as custom-house officer, I suppose.

Q. Did you remain there on board after that—until the vessel was taken possession of by Capt. Macy, at the time?

A. Yes, sir; and remained there until the cargo was taken out.

Q. In the same capacity as when you went on board?

A. Yes, sir; I suppose he took the account of the cargo as it went out.

114 Q. He assisted in taking account of the cargo?

A. Yes, sir.

Q. The vessel was found in charge of the revenue officer when you went on board?

A. Yes, sir.

Q. What did you say the cargo was?

A. I did not say; I have forgotten. I have it in a memorandum; I have not it with me.

Q. Was it before or after the vessel was libelled?

A. It was after she was libelled.

Q. The sheriff objected to the marshal's taking out the cargo?

A. Yes, sir. He took it out Wednesday, sir.

Second direct.—Mr. Dean.

Q. You say Capt. Taylor was on board—anybody else?

A. There was the mate of the ship, second mate, cook, a steward, I believe. The captain came on board next day. Capt. Cunningham came on board next day, Sunday.

Q. When you say that Capt. Taylor, custom-house officer, was on board, you mean that he was on board as a revenue officer, as of any vessel that comes into port?

A. Yes, sir.

Q. But the ship's crew were also on board and in possession of the vessel, as you understood?

A. Yes, sir.

Q. Now, then, when you came on board, did you tell Capt. Taylor your business?

A. Yes, sir.

Q. Did he object?

A. Not at all; seemed rather pleased.

Q. At what?

A. To think that he was going to have company, I suppose.

Second cross-examination.—Mr. Hayes.

Q. What do you mean by possession? Do you know who had legal possession of the vessel—whether it was the custom-house collector, or crew?

A. I do not undertake to define; I know the custom-house officer was on board.

Q. The crew were there on their part, and the custom-house officer?

A. Yes, sir.

115 Q. As they are ordinarily, I suppose?

A. Yes, sir.

Testimony of William A. White.—Examined by Mr. Dean.

Q. Mr. White, are you an attorney-at-law?

A. Yes, sir.

Q. Live at Newport?

A. Yes, sir.

Q. Did you issue the attachment on which the sheriff took this vessel, as attorney?

A. I did, sir.

Q. Before this attachment was served, and possession was taken of the vessel under it, was the collector of Newport, Capt. Macy, consulted on the subject?

A. Yes, sir.

Q. In connection with you?

A. I saw the collector with Judge Dean; I saw him twice, I think.

Q. State, sir, how Capt. Cozzens came to be employed as keeper. (Objected to.)

A. Captain Macy was seen, and knew that the attachment was to be made, and he made no objection to the attachment's being made; and in reference to the keeper, I believe Judge Dean asked him who would be a suitable man for a keeper, and Capt. Cozzens was recommended. I had previously spoken to Judge Dean about another man—a man named Johnston, a quite young man—who had been keeper on a vessel attached before—a yacht: but upon the statement of the collector that Capt. Cozzens was a very suitable person for that place, he was selected.

Q. At that interview, sir, was the collector inquired of as to how the vessel was entered, and who appeared to be her owner, and were the papers shown that were in the custom-house?

A. Yes, sir, and we wished to know who was entered as the owner of the vessel, in order to make our attachment; and the collector informed us that Pierre L. Pearce was on the ship's papers as the owner of the vessel.

Q. Well, sir, after Captain Cozzens was thus recommended, and the attachment was served, did you and I again visit the
116 custom-house on the day and inform the collector what had been done?

A. Yes, sir.

Q. Was there any objection made?

A. No, sir.

Q. Was there any claim set up by the government that was hostile to our proceedings?

A. No, sir.

Q. Were you present when the marshal and the sheriff had an interview, at the time the marshal came to libel her?

WITNESS. It was the deputy marshal.

Q. Just state what occurred.

A. Mr. Coggeshall, the sheriff, thought it was necessary to make some protest, and did object to the marshal's taking possession.

Cross-examination by Mr. Hayes.

Q. I understood you, that you were present at that time; but the marshal went on and took possession of the vessel notwithstanding?

A. I suppose so.

Q. Did you say to Captain Macy that you were going to make an attachment of this vessel?

A. Yes, sir, I think we did.

Q. You did not ask his permission to make an attachment?

A. No, sir, I do not think we did.

Q. And having informed him that you were about to make the attachment, Judge Dean inquired of him who would be an agreeable person to have on board with this officer—who would be suitable person for this object—and he recommended Captain Cozzens, and Judge Dean very politely complied with this recommendation?

A. Yes, sir.

Q. State whether or not Captain Macy said to you and Judge Dean,

when you called, that he claimed that he had a prior lien and possession of that vessel.

A. I do not remember that he said anything of the kind.

Q. Did he not say to you, in the custom-house and at your office, that he had a prior claim?

A. I don't remember.

117 *Direct examination resumed by Mr. Dean.*

Q. On the contrary, did not Captain Macy say that he was glad—that it might relieve him from further trouble?

A. I do not remember what he said.

(To the court.) I don't remember what the exact language was.

COURT. Well, you have a right to give us the substance.

A. Well, the substance of the conversation—my impression from what I remember of it was—that he wished to have some one take possession of the vessel, so that she should not go away; so that she should not hastily leave the port.

F. Martinez recalled.—Examined by Mr. Dean.

Q. Where does the charterer, Mr. Tejedor, live?

A. In Havana.

Q. And did then?

A. Yes, sir.

Q. Is he an American, Spanish, or what citizen is he?

A. He is a Spanish citizen.

Q. Had Pierre L. Pearce any interest or share in any of the property constituting the cargo of that vessel?

A. None whatever.

Q. At what time was Pierre L. Pearce in Havana?

A. He was there from the 5th or 6th of March until the 6th of May. I do not recollect exactly; it was from the first days of March, until the sixth of May—from the beginning of March until the 6th of May.

Q. What was he doing there during that time?

A. Well, he was trying to sell the vessel; he went there for that purpose, I believe.

Q. Did he make a contract to sell the vsssel?

A. Yes, sir.

Q. To whom?

A. Mr. Tejedor.

Q. For how much?

A. Seven thousand dollars.

Q. How was he to be paid?

A. $4,000 in cash, $3,000 in 90 days—$4,000 in cash on the 23d of March, and $3,000 in 90 days.

Q. Now, sir, did Mr. Tejedor carry out that contract?

A. He did not, sir.

118 Q. Had the payment been made upon it before Mr. Pearce left?

(Witness stated for the benefit of counsel that it was a verbal and not a written contract. Mr. Hayes objected to this kind of evidence being introduced, but the *court* allowed Mr. Dean to go on.)

Q. Will you say that this contract had been carried out, or that a payment had been made up to the 6th of May?

A. He left, was called to New York, and no payment was made .t that time.

Q. You say that the payment was made on the 10th of May Through whom?

A. Through ourselves. We sent a draft for $4,000, at 60 days' sight, on New York.

Q. You drew that draft in fulfillment of the contract?

A. No, sir. On account of the charter-party, which was made on the 10th of May.

Q. Who drew the draft?

A. The draft was drawn by Mr. Fiaro, to the order of Mr. Tejedor. Mr. Tejedor handed the draft to us, and we remitted it to Mr. Pearce.

Q. Who was the draft on?

A. Mr. C. Ludmann, of New York.

Q. Did Mr. Pearce know anything about the execution of the charter-party?

A. Nothing at all; he never knew the charter-party was made, and it only was done by Mr. Tejedor's requesting us to get the charter.

(To the court.) He requested us to do the charter, after Mr. Pearce left.

After Mr. Pearce left, and it was on the 10th of May, that he handed us the bill.

Q. This charter is dated the 23d of March; was it made then?

A. The charter was signed on the 10th of May, when we received the bill; it bears date 23d of March.

COURT. Who was it signed by?

A. By Captain Cunningham and Mr. Tejedor.

(Mr. Dean here read the charter-party.)

Q. In whose handwriting is this?

A. The handwriting of Mr. Perez.

Q. Your partner?

A. My partner, yes, sir. (Looking at signature.) Perez
119 & Martinez is his signature; William S. Cunningham, that is the captain's signature.

Q. How many copies were there?

A. Five copies.

Q. Well, now this states, Captain William H. Cunningham, &c. Did you receive $8,500?

A. We received a $4,000 draft, and a note to the 23d of July for the balance.

Q. Has that note ever been paid?

A. No, sir.

Q. Was that note ever delivered to Mr. Pierce?

(To the court.) The $4,500 note was; there was, besides, a $4,000 draft.

(To Mr. D.) That has not been paid to date. It is in our posession.

Q. Mr. Pearce never had it?

A. No, sir.

Q. When did Mr. Pearce know of this charter?

A. When she arrived here, I suppose.

Q. When she arrived in port?

A. Yes, sir; when Captain Cunningham gave him the charter.

Q. I see it recited here—"According to instructions handed to them."

(Mr. Hayes objected to this. The court allowed Mr. D to proceed.)

(Mr. Dean presented a letter to the witness.)

Q. Will you look at that letter?

A. Mr. Pearce wrote that.

Q. In your office?

A. In our office, the day he left, and delivered it to us. This is in his own handwriting. It is Havana, May 6th, 1861.

(Mr. Dean reads the letter marked X.)

COURT. Have you got that note that was given for part of this?

A. Yes, sir.

Q. A note made by Mr. Tejedor?

A. Yes, sir.

Q. $4,500, was it?

A. It was $3,000 on the note, but it was understood he was to pay $1,500 on the same day—on the 23d of July.

Mr. DEAN. Q. Now, sir, you sent the $4,000 to Mr. Pearce, did you?

120 A. Yes, sir.

COURT. I understood this witness to say that the contract was $7,000. Here was a consideration of $8,500.

WITNESS. It was for the detention of the vessel from the 23d of March till the 10th of May, for which the charge was $1,500, and interest, &c. Mr. Pearce claimed $1,800; we got $1,500.

Mr. DEAN. Q. You say on the 10th of May you sent Mr. Pearce the $4,000 draft. Did you receive from him an acknowledgment of the receipt of it?

A. Yes, sir.

(Mr. D. reads a letter—May 18th, Y.)

Q. Did you receive another one, acknowledging the receipt and acceptance?

A. Yes, sir.

Q. On the 24th of May?

A. Yes, sir.

(C reads the letter, marked Z.)

Q. Now, sir, did you receive any instructions from Mr. Pearce to charter this vessel to Tejedor?

A. We did not reeeive instructions to charter the vessel, but we

received the money to return it to him. It was to close the sale, collect the money and return it to him.

Q. Instead of that, you advised Cunningham, and you, yourselves signed, as consignees, this charter, and received $4,500 and these papers?

A. Yes, sir.

Q. Did you receive this letter of the 29th of June?

A. We received this on the 6th of July.

(Mr. D. reads letter dated June 29th, 1861, marked &.)

Q. That note of $3,000 you never sent him?

A. No, sir; and it was never paid.

Q. Is this a copyof the manifest of the Reindeer on her voyage from New York at that time?

(The original had already been put in.)

A. Yes, sir.

Q. Those are persons named as the consignees of the goods. Without reading, however, I will ask you if they are well-known and reputable merchants of Cuba?

A. All of them are good.

Q. Were the goods delivered to them?

A. All of them.

121 Q. Have you the bills of lading of the cargo that went to Havana?

A. Yes, sir; we have them in Havana.

Q. I understood you that every article was put on board in Havana?

A. Yes, sir; in Havana.

Cross-examined by Mr. Hayes.

Q. Letters which have been read here, by Mr. Dean, refer to your Mr. Perez, as knowing the facts of agreement between Mr. Pearce and Mr. Tejedor. Is Mr. Perez your partner?

A. That is my partner.

Q. Who did the business, as the broker, between Mr. Pearce and Mr. Tejedor?

A. Mr. Perez did the business in behalf of——

Q. I did not ask in whose behalf.

A. Mr. Perez.

Q. Where was it done—in the office?

A. In our office at Havana.

Q. Was it all done in your office, and to your knowledge?

A. Part of it was done in our office, and part in Mr. Tejedor's office.

Q. Were you present when Mr. Pearce and Mr. Tejedor made the contract?

A. When they were in our office.

Q. When in Mr. Tejedor's office?

A. I was not.

Q. Do you know what arrangement was made between Mr. Pearce and Mr. Tejedor?

A. Yes, sir.

Q. By whose hand, then, was the contract reduced to writing?

A. Mr. Perez'.

(To the court.) Mr. Perez is the older member of the firm, your honor.

Q. In point of fact, this arrangement of the sale, or pretended sale, of this vessel was made between Mr. Pearce and Mr. Perez?

A. And partly, also, with me. It was not a pretended sale. There was a sale. There was a verbal contract between Messrs. Pearce and Tejedor, of which I was advised afterwards.

Q. Was anything paid?

122 A. Nothing, when Mr. Pearce left; it was sent to him afterwards.

Q. On account of that sale?

A. Yes, sir.

Q. Do you know why Mr. Pearce, in the letter, says, "Mr. Perez is well aware of the bargain I made?"

A. Because Mr. Perez always made, and wrote, the letters of the house; as he was better aware of the business, I let him write the letters.

Q. He says, "Mr. Perez is well aware." Does he mean you were not?

A. I am well aware.

Q. Will you swear that there was no private understanding between Mr. Pierre L. Pearce and Mr. Gregorio Tejedor in relation to this matter—no private arrangement?

A. There was no private arrangement other than the sale.

Q. You will swear that there was no private arrangement?

A. There was no other arrangement; I swear to that.

Q. You know the fact, although not present, that there was no agreement?

A. No agreement. No, sir.

Q. Who else was interested in the charter of this vessel besides Gregorio L. Tejedor?

A. Nobody else.

Q. You swear to that?

Y. Yes, sir.

Q. Have you not said you had reason to believe another party was interested besides Mr. Tejedor?

A. Well, I have stated that I thought I had reason to believe Mr. Reis was; although I do not believe he was, because he came to me once, and asked if the lighter was at the bark Reindeer.

Q. Have you not stated, since you have been here in this room, that you supposed some person was interested in this charter beside Mr. Tejedor?

A. I told you Mr. Reis; I had an idea he had an interest.

Q. Who was he?

A. A merchant in Havana.

(Court.) Is he an American or Spanish citizen?

A. He was in business in New York.

(Mr. Hayes.) What was the name of the firm he belonged to?

A. His name alone I understood. I don't know him much. I knew him in Havana.

123 Q. On what day did you say Mr. Pearce left Havana?

A. On the 6th of May.

Q. You have sworn that this is the charter-party you handed me last Saturday?

A. Yes, sir. (Hands it to him.)

Q. Are you positive that that was the paper you swore to last Saturday as you are of any other fact?

A. Yes, sir.

Q. You have produced here what appears to be a certified copy of the manifest of the cargo of the Reindeer from New York. Now, I will ask you when that certified copy had on it that whole column of names?

A. That belongs to me. I wrote it myself this morning.

Q. You have written the names of persons on this certified copy, put in here as the original?

WITNESS. That paper belongs to me. I paid $5 for it in New York.

Q. It is offered in good faith as an original?

A. That was a mistake in Mr. Dean, in offering it in evidence.

Q. You wrote those names on there?

A. I did on the original, certified and offered in evidence by him.

Q. Have you seen that? (Showing a paper.)

A. I have.

Q. Did that have the names on?

A. I told you that was my paper. I sent the bills to New York. I know that is correct, because I drew the charter to the vessel.

COURT. What are those names?

A. Consignees of goods in Havana.

(Mr. Hayes.) You have seen the original manifest?

A. Yes, sir.

Q. You know the original had been put in the case?

A. Yes, sir, I knew it, sir.

Q. If there was any private engagement between Pearce and Tejedor in relation to this $8,500—whether it should be a sale or a charter-party—you know nothing about it?

A. There was no private arrangement.

Q. How do you know there was no private arrangement?

A. I know because we acted for both, and then acted against Mr. Pearce's instructions.

Q. How do you know he could not make a private arrangement without letting you know?

124 A. They were together in Havana.

Q. Did you see them?

A. I saw them together in May. They never were together after

they left my office. I don't know whether they ever got together afterwards or not. I do not know that.

Q. Who arranged the charter-party with Mr. Tejedor?

A. Mr. Perez.

Q. Mr. Perez did the business with Mr. Tejedor?

A. Mr. Perez did it in the name of the house.

Q. What day, sir, did Mr. Pearce leave Havana?

A. On the 6th of May.

Q. The charter-party was draw on the 23d of March, and he left on the 6th of May?

A. The charter-party was signed on the 10th of May.

Q. Four days after he left Havana?

A. Yes, sir.

Direct examination resumed.

Q. Was the charter drawn on the 23d of March?

A. The charter-party was drawn on the 10th of May. Drawn and signed on the 10th of May.

(It is dated 23d of March.)

Cross-examination resumed.

Q. Mr. Martinez, have you not made oath to an affidavit before the supreme court of this state, at Newport, and appended to that affidavit what you have sworn to be an original copy of the original charter-party?

A. Yes, sir.

Direct examination resumed.

Q. Now, Mr. Martinez, this charter-party which you produce, dated on the 23d of March, when was it executed?

A. On the 10th day of May.

Q. Why is it dated the 23d of March?

A. The sale was closed on the 23d day of March. The business was closed to transfer the rights of the vessel on the 23d day of March, and it was to run three years from that time of sale; it was so as not to prejudice the owners of the vessel.

Q. Now, sir, on the 23d day of March Mr. Pearce was actually in Havana, and not on the 10th of May?

125 A. Yes, sir.

Q. I understand you made an affidavit about that copy of the charter-party?

A. Yes, sir.

Q. Did you make the copy yourself?

A. Myself.

Q. When the affidavit was filed in Newport, you were there?

A. Yes, sir.

Q. How many copies were there of this charter-party?

A. Five.

Q. Have you any copy of that affidavit?

A. I have, at New York.

Q. Now, sir, I understand you to say you have been inquired of, (you haven't stated,) that somebody else was interested beside Mr. Tejedor; you thought Mr. Reis. Do you mean he had some interest?

A. I imagine, because he came to inquire whether there was a lighter on the side of the Reindeer. That is the only reason why I understood so.

Q. You had no knowledge of the subject?

A. I had no knowledge. I had only dealings with Mr. Tejedor. Every account was brought to the office in the name of Mr. Tejedor, and all accounts were paid by him.

Q. Since you have come to this country, have you had an interview with Mr. Pearce?

A. Yes, sir, I have.

EVIDENCE FOR THE PLAINTIFF IN REBUTTAL.

Capt. Wm. Mason recalled.

Q. Did you take the charter-party that was produced on the stand by Mr. Martinez?

A. Yes, sir.

Q. Will you swear that the one to which he now swears was the one he originally produced?

A. I believe he took it from my hands.

Q. Was that the one which he produced on the stand?

126 A. I should say it was not.

Q. Were there or not other names appended to the charter than this, Wm. H. Cunningham?

A. Yes, sir.

Q. State whether or not, according to your recollection, the names of Gregorio Tejedor, and Perez, and Martinez, were on the charter.

A. I am under the impression Mr. Tejedor's name was with the names of Perez and Martinez. I did not notice either those marginal marks. It is the same handwriting with the one I saw here. My impression is that this is not the same paper. I remarked to Mr. Hayes, after the court adjourned, said I, "You have not that paper which was put in the case," and he looked for it, and could not find it. I told him Mr. Martinez took it from my hands.

Cross-examined by Mr. Dean.

Q. Did you read that charter-party?

A. I did not; I merely looked at it hastily; I had it in my hands three or four minutes. I looked at the signatures.

Q. Is that the same handwriting?

A. I should say it was. I took the charter-party in my hands, and found it corresponded in some respects, and supposed it corresponded in all respects.

(Mr. H. stated to the court what Mr. M. had sworn on Saturday and to-day.)

Mr. Mason. If I may be allowed to state further that such documents were generally drawn on stamped paper, and I held it up to the light to see if I could see the Spanish stamp, and I saw none. There was no stamp.

Q. Is there one here?

A. I don't see any there.

Q. There were other names?

A. I think it was Mr. Tejedor's.

Q. That is not names.

A. Then name.

Q. Where was Tejedor's?

A. It was under—I cannot say.

(Mr. Dean explained to the court that as there were five charter-parties, they were not all signed alike, probably.)

127 Q. (To Mason.) You did not read the charter-party?

A. I did not; but whenever I have made such documents they have been made on stamped paper.

Q. Will you examine this paper?—(which has been attached to other papers and torn off.)

A. This evidently has been attached.

Q. You think Mr. Tejedor's name was at the bottom?

A. Yes, sir.

Q. There was no other difference that you know of?

A. My impression is that I did not notice those marginal marks.

Q. You have not seen Cunningham here to sign a new one?

A. No, sir.

EVIDENCE FOR THE DEFENCE IN REBUTTAL.

Testimony of Mr. James De Graw.—Examined by Mr. Dean.

Q. Will you look at that list of consignees, and see which of them you know?

A. I know most of them by reputation; some better than others; but principally by reputation, as business men in New York. With some firms I am more familiar than others.

Q. Harmony Brothers?

A. P. Harmony, Nephews & Co. is a firm well known in New York in the Havana trade.

Q. You say you know most of them, some better than others. Do you know, by reputation, that there are such men in New York as all these? Is there one you have not heard of as business men?

A. There is such a firm as Chas. Zinn & Co., R. L. Allen & Co. I know there is a business name of Delafield; this is Delafield & Butterfield here. I am not certain as that is the one. P. Harmony, Nephews & Co., Adams & Coombs, L. M. McMurray & Co. J. Santos—I don't know him as a business man—I know there is such a man there.

128 Q. (By the court.) These are shippers?

A. These appear to be shippers.

(Witness: The manifest would be in the custom-house, New York.)

Q. (Mr. Dean resumed.) This is what we proved as the names of the shippers. You say there are such firms in New York?

A. Yes, sir.

Q. Then I want to ask you another thing. Is that an ordinary cargo to be sent from New York—the articles there named, so far as you can judge from looking at that? Some of them do not state what there is there.

A. (After examination.) That is, I should say, an ordinary cargo to be shipped from New York to Havana; but it differs from the manifest of the bark. By the by, I was confounding the two manifests. It is an ordinary cargo to Havana from New York.

Q. Here it says J. Stevens?

A. He is a large manufacturer of omnibuses; No; Mr. Stephens is.

(Mr. D. asked if it were not particularly for Havana?)

(Witness: Not for Havana.)

Q. What is his first name?

A. The first letter I know is J.

Q. Now, the cargo on the manifest, is it an ordinary cargo to Havana?

A. It is, with one exception—a large shipment of sago—jerked beef.

Q. Jerked beef comes from Buenos Ayres?

A. Yes, sir.

Q. Is not the trade direct from South America?

A. There is not a direct trade; I should think it could hardly be called a direct trade.

Q. It is direct from Buenos Ayres to New York?

A. It may come occasionally.

Q. Don't it come in with hides which are sent to New York?

A. Occasionally. They do not use it in New York.

Q. That is what I was going to ask. It does come in occasionally, and hides are a large article of trade?

A. Yes, sir.

Q. Jerked beef is not used in New York?

A. Not as an ordinary article of trade.

129 Q. Will you tell me what would be done with jerked beef that come in a vessel with a load of hides?

A. I haven't known; my attention has not been called to the subject. I have not known it to be used in New York as an article of food; the people can get better beef. We have known it to come. It probably would be left over from the stores on board of vessels that probably could have taken no other stores in at Buenos Ayres, or they would bring it without reference to others on account of the cheapness.

Q. If a man had it there, would it not be sent to a place where it is used? Would not that be the ordinary course?

A. It would. I should think he would rather bring hides, which are marketable.

Q. This is on the manifest as being for a merchant in New York, is it?

A. Yes, sir.

Q. What will he do with it—keep it there where it will not sell?

A. It is a very easy thing, I should think, to answer that question. If articles which I have on hand will not sell here, I will send them where they will.

Q. Whether it is rum or jerked beef?

A. Jerked beef is not an ordinary cargo; if it is, I have not noticed it.

(Mr. D.) You say that because it is not ordinary to have it in New York.

Cross-examination by Mr. Hayes.

Q. When you find on the manifest one or two packages of hardware, you do not *know* that it is hardware, for you cannot see it?

A. As I say, I take it as it is on the manifest.

Q. I see the name of J. E. Santos?

A. He has been acting as a broker, a custom-house broker generally, for Cuban and Spanish vessels, and some other vessels.

Q. What other vessels?

A. Some that have been condemned for being in the slave trade. He is now under bonds for fitting out the bark Sarah.

Q. J. E. Santos is one of the shippers on board this vessel? (Showing a paper put in by Mr. Dean, with the shipper's name on it.)

A. Yes, sir.

130 *Direct examination resumed by Mr. Dean.*

Q. And who do you say Mr. J. E. Santos has been acting for as a custom-house broker? What does that mean?

A. Well, sir, a broker's business is acting as agent for the owner, in entering and clearing vessels doing an ordinary custom-house business.

Q. What is his name, the man whom you say is under bonds?

A. Well, we call him Joe Santos, and I suppose his name to be that of Joseph.

Q. Do you mean to say that J. E. Santos is under bonds for fitting out a slaver?

A. I understand that so; I know of no other.

Q. Has Joseph Santos a middle letter in his name?

A. I cannot say.

Q. What did you mean by furnishing the district attorney with that name, and saying that he is under bonds

A. I say there is a man by that name under bonds?

Q. Joseph E. Santos?

A. I think it is.

Q. Do you know that J. E. Santos means Joseph Santos?

A. I understand it as Joe Santos.

Q. Now, I will ask you if you know that J. E. Santos is the man that is under bonds, and if you know when you state that it is Joe Santos?

A. I don't know, sir, that I know that he has a middle name. We know him as Joe Santos.

Q. What is his father's name?

A. It is my impression that his father's name is the same. He is the senior; I don't know exactly.

Q. Which the shipper is you don't know?

A. I know that the shipper is the younger man.

Q. How?

A. Because I have seen him; I mean the man under bonds.

Q. Do you know which is the shipper, by the vessel? I am not talking about the man under bonds.

A. I know no other man in New York by that name.

Q. Do you know that the man under bonds is of that name?

A. I have stated that I know his first name; I have stated what we know him by in New York; I am well acquainted with the man by sight; I have seen him at the marshal's office.

131 Q. How do you know he is under bonds?

A. Because I saw him at the marshal's office.

Q. How did you come to meet him there?

A. I have a great deal of business to transact.

Q. And did you have any business with Santos?

A. No, sir.

Q. Do you mean to say that a man that is under arrest gives bonds at the marshal's office, and that you therefore know? Do all men under arrest give bonds?

A. All men? No.

Q. You say that you know, for you saw him?

A. Well, I said at the marshal's office. The marshal's office and district attorney's are all in the same building.

Q. One in each story?

A. The marshal's office is on the ground floor; the district attorney's is up stairs on the next floor.

Q. Entirely distinct apartments? If you are in the marshal's office, you know what is going on in the district attorney's?

A. There is frequent communication. Parties may be in the marshal's office five minutes, and then in the district attorney's.

Q. Did you see him give bonds at the marshal's office?

A. I did not see the bonds.

Q. Do you know that he ever gave any bonds?

A. I have never seen the bonds, sir.

Q. You don't know, then, that he is under bonds?

A. Not from seeing the bonds, I do not.

Q. Did you inform against him?

A. I did not, sir.

(To the court.) I have given all the information I have, your honor.

Cross-examination resumed.

Q. Do you know any other J. E. Santos?
A. No, sir.
Q. Do you know of anybody else by that name that does a shipping business in New York?
A. No, sir.

132 TESTIMONY IN REBUTTAL FOR THE PLAINTIFF.

Captain Macy recalled.—Examined by Mr. Hayes.

Q. State whether or not you stated to Mr. William A. White, or Mr. Cozzens, anything from the time they took the vessel, when the writ was served upon the vessel, in relation to your having a prior lien upon the vessel?
A. If my memory serves me right, to Captain Cozzens, who had charge of the vessel, I said, "It makes no difference, I believe the government has a right to any one else; that the government had a prior right to any claim." The conversation was very general; I don't remember it precisely.
Q. Have you made any remarks like that since to Mr. White?
A. I am very positive I have; but in conversing so much upon general matters, I cannot remember particular; I am very positive that a conversation of that kind took place between Mr. White and myself.

Cross-examination by Mr. Dean.

Q. Now, captain, one single word. On the 20th of July last, at the time Mr. White called upon you for these creditors of Pearce, what prior right did you suppose the government to have, or prior claim?
A. I supposed that the time had expired that was allowed them under ordinary circumstances. That was one of the grounds. That time had expired which was allowed them to discharge their cargo, or call on me for a permit, which they failed to do.
Q. This was not a cargo to be landed?
A. No, sir; it purported to be bound for Falmouth, England.
Q. And came into Newport?
A. The way I view it, the law makes no difference, no distinction in relation to that; it must be in the hands of the government although it may be bound to China; it must be in the keeping of the
133 government while it remains in port. Well, the government allows a certain time prescribed by law for the discharge of cargoes.
Q. That's what you mean by prior claim?
A. Yes, sir. I presume it is best that it should be in the hands of the government. It is not by my act, but by the act of Congress.

Q. You understand the whole cargo and the vessel to be in the hands of the government?

A. Government allows. [Here the witness explains his view of the law.]

Q. You claimed the vesssel, too, under the same idea?

A. Well, I am not about to say. I could not have expected them to take the vessel up on the wharf and to the custom-house.

Direct examination resumed by Mr. Hayes.

Q. The vessel is also in the custody of the revenue officer from the time she comes in until she leaves?

A. Of course.

Q. Until the cargo is delivered, you keep an officer on board?

A. Yes, sir. And I have yet to understand the law different, to think she was not in my custody.

(Court.) It was your duty to see that there was no smuggling.

A. If they didn't comply with the law, she was virtually seized by me. She seized herself by not complying.

134 EXHIBITS PUT IN EVIDENCE.

EXHIBIT A.

Register of bark Reindeer.

No. 51. Permanent.

In pursuance of an act of Congress of the United States of America entitled "An act concerning the registering and recording of ships or vessels," Pierre L. Pearce having taken or subscribed the oath required by the said act, and having sworn that he is the only owner of the ship or vessel called the Reindeer, of New York, whereof William H. Cunningham is at present master, and is a citizen of the United States, and that the said ship or vessel was built at Columbus, in the State of Maine, in the year eighteen hundred and fity-one, as per register No. 400, issued at this port, June 22d, 1858, now cancelled, property changed:

And said register having certified that the said ship or vessel has one deck and three masts, and that her length is one hundred feet; her breadth thirty-five feet three inches; her depth eleven feet; and that she measures two hundred and forty-eight tons; that she is a bark, has a square stern, no galleries, and a billet head.

And the said Pierre L. Pearce having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said act, the said bark has been duly registered at the port of New York.

Given under our hands and seals, at the port of New York, this 28th day of January, in the year 1861.

H. BRIGGS, *Register.* [SEAL.]
J. WHITE, *D. Collector.* [SEAL.]
N. I. ROSSITER, *D'y Naval Officer.* [SEAL.]

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135 EXHIBIT B.

MANIFEST FROM HAVANA.

Report and manifest of the cargo laden on board the bark Reindeer, whereof Wm. H. Cunningham is master, burthen 248 tons, which cargo was taken on board at Havana, Cuba, built at Columbus, State of Maine, and owned by P. L. Pearce, at New York, as per register granted at New York, the 28th day of January, 1861, and bound for Falmouth for orders.

Numbers inclusive.	Packages and contents.	By whom shipped.	To whom Consigned.	Port of Destination.
117 pipes rum.....	One hundred and seventeen pipes rum...	Gregorio Tejedor	Order	Falmouth..
65 half pipes do..	Sixty-five half pipes rum.....	.....	.....	.....
42 boxes wine....	Forty-two boxes wine.....	.....	.....	.....
40 .do..candles..	Forty boxes candles	.....	.....	.....
16 pipes biscuit ..	Sixteen pipes biscuit.....	.....	.....	.....
1 case clothing .	One case clothing.....	.....	.....	.....
8,754 lbs. tasago...	Eight thousand seven hundred and fifty-four pounds tasago.	.....	.....	.....
100 kegs nails.....	One hundred kegs nails.....	.....	.....	.....
7 cases brandy..	Seven cases brandy.....	.....	.....	.....
8..do . gin..	Eight cases gin.....	.....	.....	.....
3 casks glass ware.	Three casks glassware.....	.....	.....	.....
24 boxes fruit....	Twenty-four boxes fruit.....	.....	.....	.....
40 half boxes do..	Forty half boxes fruit.....	.....	.....	.....
1 bale hardware.	One bale hardware.....	.....	.....	.....
19 packages do...	Nineteen packages hardware.....	.....	.....	.....
2 cases cigars...	Two cases cigars.....	.....	.....	.....
200 oars	Two hundred oars.....	.....	.....	.....
	SHIP STORES.			
	6 bbls beef, 2 do. pork, 2 do. flour, 1 do. pilot bread, 1 do. vinegar, 1 cask molasses, 1 barrel do., 1 box sugar, 2 half pipes wine, 6 boxes claret, 6 boxes raisins, and small stores as accustomed. Capt's chronometer. 800 cigars	Wm. H. Cunningham.	.....	.....
	2 passengers, cabin— Don Pedro Garcia, 2 trunks. Don Hato A. Pinto, 1 trunk, 1 valise.			

136 I, Edw'd E. Taylor, certify that I have examined the within manifest, produced to me this day, as a copy of the original manifest of the cargo on board the bark Reindeer, whereof Wm. H. Cunningham is master, from Havana, with the original, and find the same agree.

In witness whereof, I hereunto sign my name this 12th day of July, 1861.

EDWARD E. TAYLOR, *Act. Inspector.*

137 EXHIBIT C.

List of persons composing the crew of the bark Reindeer, of New York, whereof is master, Wm. H. Cunningham, for Cuba, &c.

Names.	Places of birth.	Places of residence.	Of what country citizen or subject.	DESCRIPTION OF THEIR PERSONS.				
				Aged.	Height.		Complexion.	Hair.
					Feet.	*Inches.*		
Ansel K. Ludwig.....	N. York ...	N. York...	U. States..	37	6	0	Lt.....	Brn.
Robt. Bruce.....	.... "	.... "	.... "	36	5	7	.."	.."
John Ths. Migood.....	Dela.....	.... "	.... "	26	... " ..	7	Blk	Woolly.
Edw. Hawley.....	N. York...	.... "	.... "	25	... " ..	7	Lt.....	Lt.
John Nichols	... "	.... "	.... "	26	... " ..	7	.."	"
Jos. K. Atkins.....	.... "	.... "	... "	39	... " ..	7	.."	Brn.
John Sullivan.	.... "	.... "	.... "	17	... " ..	4	.."	.."
John A. Read	N. Bedford.	.... "	.... "	21	... " ..	4	.."	.."
John Jones	England ...	.... "	Gt. Britain.	25	... " ..	6	.."	.."

DISTRICT AND PORT OF NEWPORT:

This certifies that Wm. H. Cunningham, master of the barque Reindeer, of New York, this day arrived in this port from Havana; that he did then exhibit to me, the first boarding officer, the foregoing certified copy of a list of the officers and seamen comprising the company of said barque Reindeer, and did then produce the persons named therein, which I have examined with said copy and find to agree, except Robert Bruce, Edw. Henley, John Nichols, and Joseph R. Atkins.

EDW. E. TAYLOR,
Dep. Inspector.

JULY 12TH, 1861.

138 I, Wm. H. Cunningham, do solemnly, sincerely, and truly swear that the within list contains the names of the crew of the bark Reindeer, together with the places of their birth and residence, as far as I can ascertain the same.

WM. H. CUNNINGHAM.

Sworn this 26th day of January, 1861, before me.

J. WHITE,
Collector, New York.

I do certify that the within is a true copy of the list of the crew of the Reindeer, of New York, whereof Cunningham is master, taken from the original on file in this office.

Given under my hand and seal of office, at the custom-house, this [L. S.] 26th day of January, in the year of our Lord one thousand eight hundred and sixty-one.

J. WHITE, *Dep'y.*

I do hereby further certify that the within-named persons, except one, who compose the company of the above-mentioned bark, whereof Cunningham is at present master, have produced to me proof in the manner directed in the act entitled "An act for the relief and protection of American seamen." And pursuant to the said act and to the act supplementary to the act concerning consuls and vice-consuls, and for further protection of American seamen, I do hereby certify that the said persons, except one, are citizens of the United States of America.

Given under my hand and seal of office this 26th day of [L. S.] January, 1861.

J. WHITE, *D. C.*

139 EXHIBIT D.

CONSULATE GL. OF THE UNITED STATES OF AMERICA,
June 22d, 1861.

I, the undersigned, consul general of the United States of America for Havana and the dependencies thereof, do hereby certify that, on the day of the date hereof, before me personally

appeared W. H. Cunningham, master of the bark Reindeer, of New York, and made oath, in due form of law, that the seamen or mariners hereinafter named, and who are noted on the crew list of the said vessel as deserters, absconded from the said ship Reindeer at the ports or places hereinafter named, without his knowledge or consent, at or about the times hereinafter placed opposite their names respectively.

And the said W. H. Cunningham, master, further declared that the said seamen or mariners, deserters as aforesaid, were duly shipped at the time and place and for the monthly wages and advance hereinafter stated, and as per contract of shipping articles; that the wages advanced abroad, expenses incurred on account of desertion, goods supplied to said seamen or mariners, as hereinafter stated opposite to their names respectively, were honestly, justly, and truly advanced, expended, incurred, and supplied, as stated, to and for account of said seamen or mariners; and he doth likewise declare that the balance of wages due on account of said seamen or mariners, deserters as aforesaid, placed hereinafter opposite their respective names, as aforesaid, is the true, correct, and just balance which the said seamen or mariners would have been entitled to had they been duly discharged and paid off for the period of time mentioned, *and for which he has to account to the collector of customs of the port where the crew of said vessel are acounted for, as forfeited wages, to become the property of the United States.*

And I, the said consul, for myself, do hereby certify that W. H. Cunningham, master aforesaid, exercised due diligence, with my co-operation and assistance, to recover and secure such of said seamen or mariners as deserted at this port, but without success.

Names of deserters.	Date of shipment.	Place of shipment.	Monthly wages.	Place and time of desertion.		Time of service on board.	Wages due to day of desertion.	Advanced wages.	Wages or mon. adv. abroad.	Ex. inc. on act. of des.	Goods supp'd.
	Mo. Day			Portor place.	Mo. Day	Mo. Day					
Robert Bruce.....	Jan. 26	New York	23	Havana ...	May 23	3 27	89 55	23	70 50	91	
Edw'd Henley.....	" "	"	15	"	" 21	3 25	57 50	15	43	1	
John Nichols.....	" "	"	15	"	" "	3 25	57 50	15	44 50	1	
Joseph R. Atkins ...	" "	"	15	"	" "	3 25	57 50	15	43 75	1	In debt.

Given under my hand and the seal of this consulate the day and year above written.

[SEAL.]

R. W. SHUFELDT,
U. S. Consul General.

140 EXHIBIT E.

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA,
Havana, June 22d, 1861.

I, R. W. Shufeldt, consul general of the United States of America for Havana and the dependencies thereof, do hereby certify that the seamen or mariners hereinafter named have been duly shipped

at this port, before me, upon the terms and conditions set opposite their names respectively.

Names.	Station.	Age.	Height.	Country to which they belong.	Monthly wages.	Advanced wages.
			Ft. In.			
Alex'r Service	2d mate	37	5 8	U. States	$30	$6 37
David Thompson	Seaman	22	5 5	"	$18	9
Henry Hammond	"	23	5 9	"	$18	9
Peter Jules	"	25	5 3	"	$18	9

VOYAGE.—From Havana to Falmouth, from thence to one or more ports in Europe, and back to a port of discharge in the U. States.

Given under my hand and the seal of this consulate on the day and year above written.

R. W. SHUFELDT,
U. S. Consul General.

141 EXHIBIT F.

UNITED STATES OF AMERICA.

It is agreed between the master and seamen or mariners of the bark Reindeer, of New York, whereof Wm. H. Cunningham is at present master, or whoever shall go for master, now bound from the port of New York to one or more ports in Cuba, from thence to one or more ports in Europe, if required, and back to a port of discharge in the United States, or from Cuba back to the United States.

And it is hereby expressly agreed that should the said ship on the said voyage be seized, detained, or fined for smuggling tobacco, or any other article, by one or more of the undersigned sailors, cooks, or stewards, they shall all be responsible for the damage thence resulting, and shall severally forfeit their wages, and all their goods and chattels on board, to the amount of such damage, and that the certificate of the person or persons who may seize, detain, or fine the said ship for smuggling, signed by him or them, and verified by the American consul at , under his seal of office, shall be conclusive evidence of the facts therein stated, in all courts whatsoever, especially and as to the fact that smuggling had been committed, the individual or individuals by whom the same had been committed, the amount of the fine imposed therefor upon the said ship, the incidental expenses thereon, and the number of days the said ship was detained in consequence thereof. No grog allowed, and none to be put on board by the crew; and no profane language allowed, nor any sheath-knives permitted to be brought or used on board.

That, in consideration of the monthly or other wages against each respective seaman or mariner's name hereunder set, they severally shall and will perform the above-mentioned voyage. And the said master doth hereby agree with and hire the said seamen or mariners for the said voyages, at such monthly wages or prices, to be baid pursuant to this agreement, and the laws of the Congress of the United

States of America. And they, the said seamen or mariners, do severally hereby promise and oblige themselves to do their duty, and obey the lawful commands of their officers on board the said vessel, or the boats thereunto belonging, as become good and faithful seamen or mariners; and at all places where the said vessel shall put in, or anchor at, during the said voyage, to do their best endeavors for the preservation of the said vessel and cargo, and not to neglect or refuse doing their
142 duty by day or night, nor shall go out of the said vessel on board any other vessel, or be on shore, under any pretence whatsoever, until the above said voyage be ended, and the said vessel be discharged of her loading, without leave first obtained of the captain or commanding officer on board; that in default thereof, he or they will be liable to all the penalties and forfeitures mentioned in the marine law, enacted for the government and regulation of seamen in the merchant's service, in which it is enacted, "that if any seaman or mariner shall absent himself from on board the ship or vessel, without leave of the master or officer commanding on board, and the mate or other officer having charge of the log-book shall make an entry therein of the name of such seaman or mariner, on the day on which he shall so absent himself; and if such seaman or mariner shall return to his duty within forty-eight hours, such seaman or mariner shall forfeit three days' pay for every day which he shall so absent himself, to be deducted out of his wages; but if any seaman or mariner shall absent himself for more than forty-eight hours at one time, he shall forfeit all wages due to him, and all his goods and chattels which were on board the said ship or vessel, or in any store where they may have been lodged at the time of his desertion, to the use of the owner or owners of the said ship or vessel, and moreover shall be liable to pay him or them all damages which he or they may sustain by being obliged to hire other seamen or mariners in his or their place." And it is further agreed, that in case of desertion, death, or imprisonment, the wages are to cease. And it is further agreed by both parties, that each and every lawful command which the said master or other officer shall think necessary hereafter to issue for the effectual government of the said vessel, suppressing immorality and vice of all kinds, shall be strictly complied with, under the penalty of the person or persons disobeying forfeiting his or their whole wages or hire, together with everything belonging to him or them on board the said vessel. And it is further agreed on, that no officer or seaman belonging to the said vessel shall demand or be entitled to his wages, or any part thereof, until the arrival of said vessel at the said vessel's final port of discharge, and her cargo delivered. And it is hereby further agreed, between the master, officers, and seamen, of the said vessel, that whatever apparel, furniture, and stores, each of them may receive into their charge belonging to the said vessel, shall be accounted for on her return; and in case anything shall be lost or damaged, through their carelessness or insufficiency, it
143 shall be made good by such officer or seaman by whose means it may be lost, to the master or owners of the said vessel. And whereas it is customary for the officers and seamen, while the

vessel is in port, or while the cargo is delivering, to go on shore at night to sleep, greatly to the prejudice of such vessel and freighters, be it further agreed by the said parties that neither officers nor seamen shall, on any pretence whatever, be entitled to such indulgence, but shall do their duty by day in discharge of the cargo, and keep such watch by night as the master shall think necessary to order relative to said vessel or cargo. And whereas it frequently happens that the owner or captain incurs expenses while in a foreign port, relative to the imprisonment of one or more of his officers and crew, or in the attendance of nurses, or in the payment of board on shore for the benefit of such person or persons, now, it is understood and agreed by the parties hereunto that all such expenditures as may be incurred by reason of the foregoing premises shall be charged to and deducted out of the wages of any officer, or such one of the crew, by whose means or for whose benefit the same shall have been paid. And whereas it often happens that part of the cargo is embezzled after being safely delivered into lighters, and as such losses are made good by the owners of the vessel, be it therefore agreed by these presents that whatever officer or seaman the master shall think proper to appoint shall take charge of her cargo in the lighters, and go with it to the lawful quay, and there deliver his charge to the vessel's husband, or his representative, to see the same safely landed: That each seaman or mariner who shall well and truly perform the above-mentioned voyage, (provided always that there be no desertion, plunderage, embezzlement, or other unlawful acts committed on the said vessel's cargo or stores,) shall be entitled to the payment of the wages or hire that may become due to him pursuant to this agreement, as to their names is severally affixed and set forth: *Provided, nevertheless,* That if any of the said crew disobey the orders of the said master or other officer of the said vessel, or absent himself at any time without liberty, his wages due at the time of such disobedience or absence shall be forfeited; and in case such person or persons, so forfeiting wages, shall be reinstated or be permitted to do further duty, it shall not do away with such forfeiture. It being understood and agreed by the said parties that parol proof of the mis-
144 conduct, absence, or desertion of any officer or any of the crew of said vessel, may be given in evidence at any trial between the parties to this contract, any act, law, or usage to the contrary thereof notwithstanding. In testimony whereof, and for the due performance of each and every of the above-mentioned articles and agreements, and acknowledgment of their being voluntary, and without compulsion or any other clandestine means being used, agreed to and signed by us, we have each and every of us hereunto affixed our hands, the month and day against our names as hereunder written. And it is hereby understood, and mutually agreed, by and between the parties aforesaid, that they will render themselves on board the said vessel on or before Saturday, the 26th day of January, 1861, at 7 o'clock in the forenoon.

Date of entry.	Names.	Stations.	Birthplace.	Age.	Height. Ft. In.	Wages pr. month.	Advance wages.	Sureties.
Jan. 1861	Wm. H. Cunningham	Master.....	.....		.....	.....	.....	.....
	Anson R. Ludwig...	Mate.....	New York..	37	6	35	.....	.....
	Robert Bruce	Second mate	....“	36	5 7	23	23	.....
	his John x Thos Alligood mark.	Cook & steward.	Delaware...	26	5 7	20	.....	.....
	Edward Henley.....	Seaman	New York..	26	5 7	15	15	1 th avenue, 42d street.
	John Nichols	.. do... ...	....“	26	5 7	15	15	3 James' Slip .....
	Joseph R. Atkins....	.. do... ...	....“	39	5 7	15	15	6 Market street.....
	John x Smith.....	.. do.....	....“	25	5 6	15	15	.....
	John Sullivan.....	Oy. seaman..	New York...	17	5 4	10	10	McKillop .....
	John A. Reads.....	.. “.....	New Bedford	21	5 4	10	10	16 Vandewater street.

Witness—WM. E. CLARK.

DISTRICT AND PORT OF NEW YORK, *Collector's Office, Jan.* 26, 1861.

I hereby certify the above to be a true copy of the original on file in this office.

J. WHITE, *D. C.*

Shipped at Havana, to proceed to Falmouth, and from thence to one or more ports in Europe, and back to the United States.

11th June	his Alexandr x Service.. mark.	Second mate	N. York....	37	5 8	$30	$6 37	
	David x Thompson..	Seaman.....	Boston	22	5 5	$18	$9	
	Henry x Hammond..	.. do.....	N. York ...	23	5 9	$18	$9	
	Peter Jules.....	.. do.....	U. States...	25	5 5	$18	$9	

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EXHIBIT G.

Protest of Bark Reindeer.

No. 38. UNITED STATES OF AMERICA.

To all people to whom these presents shall come or may concern:

STATE OF RHODE ISLAND,
City of Newport, ss:

[L. S.] I, Charles N. Tilley, a public notary for the county of Newport, within and for the State of Rhode Island, by legal authority under the great seal of the said State. duly commissioned and sworn, dwelling in said Newport, send greeting:

Know ye, that on the twelfth day of July, in the year of our Lord one thousand eight hundred and sixty-one, before me, Charles N. Tilley, a public notary for the county of Newport, within and for the State of Rhode Island, appeared William H. Cunningham, master of the barque called the "Reindeer," of New York, and being by me duly sworn, doth voluntarily, freely, and solemnly declare and depose as follows, that is to say: that on Saturday, June 22d, 1861, he, the said William H. Cunningham, set sail and departed in and with the said barque "Reindeer" as master thereof, from the port of Havana, Cuba, having on board the said barque a cargo of rum, fruit, cigars, oars, nails, and other articles, and bound for the port of Falmouth, England; that on Tuesday, July 2d, 1861, at sea, in about lat. 31, lon. 69, during a squall, the ship was caught aback, and having gained stern-way, wrenched the rudder-head, and carried away the fore-yard, when, finding the ship unfit to perform the voyage, squared away for

Newport, R. I., where we arrived at about 4 o'clock p. m., on Thursday, July 11th; and the said master hereby notes in due form of law with me, the said Charles N. Tilley, his protest.

Thus done and protested, in the city of Newport, this twelfth day of July, in the year of our Lord one thousand eight hundred and sixty-one.
[L. S.]

In testimony whereof, as well the said appearer, as I, the notary, have subscribed these presents, and I have also caused my seal of office to be hereunto affixed, the day and year last above written.

CHARLES N. TILLEY, *Notary Public.*
WM. H. CUNNINGHAM.

146 EXHIBIT H.

Report and manifest of the cargo laden at the port of New York, on board the bark Reindeer, Cunningham, master, bound for Havana, 248 tons, 10 crew.

NEW YORK, *Jan. 26t, 1861.*

Marks.	Numbers.	Packages and contents.	Quantities. lbs. galls. &c.	Value of domestic merch'dise.	To be landed at—
E. D	45 1-6	Two bales willow ware		$61 00	Havana
M. G. & Co.	1-12	Twelve cases perfumery	12 gross	150 00	"
R. Y. & Co.	1-20	Twenty wheels, (omnibus)		300 00	"
S.		One hundred sacks oats	11,936 lbs.	160 00	"
		" bags bran	5,908 "	69 00	"
		Three hundred and ninety-five lbs. cement		395 00	"
		One hundred and twenty-seven pkgs. machinery		8,500 00	"
T. A. de Molina.	1-17	Seventeen cases furniture		1,137 30	"
J. D. Molina		One case carpet		360 56	"
P. T. S. & Co. X		Twenty-two hhds. bark		293 15	"
M		Eight tierces hams	2,628 lbs.	367 92	"
C. Y. & Co.		Four corn-shellers		40 00	"
"		Two boxes barrows, four boxes trays		52 00	"
P. & M.		Sixty-five boxes oysters	3,250 lbs	390 00	"
G. L		One box hardware		101 25	"
E. S.		Twenty-two pkgs. hardware		297 00	"
S.		Three hundred barrels potatoes		450 00	"
P.		One hhd. tasago	2,700 lbs.	135 00	"
"		Twenty-six barrels beef		208 00	"
MacD		Thirteen casks tasago	12,000 lbs.	600 00	"
S.		Twenty-five barrels vinegar	1,065 lbs	196 00	"
M. & R.		One hundred and twenty barrels rosin		300 00	"

(Signed,) WM. H. CUNNINGHAM.

DISTRICT AND PORT OF NEW YORK, *Collector's Office, Aug. 2, 1861.*

I hereby certify the above to be a true copy of the original on file in this office.

G. W. CURPEE, *D. C.*

147 *Master's oath on clearing outwards.*

District of New York, port of New York.

I, William H. Cunningham, master or commander of the bark Reindeer, bound from the port of New York to Havana, do solemnly, sincerely, and truly swear that the manifest of the cargo on board the said barque, now delivered by me to the collector of this district, and subscribed with my name, contains, according to the best of my

knowledge and belief, a full, just, and true account of all the goods, wares, and merchandise now actually laden on board the said vessel, and of the value thereof; and if any other goods, wares, or merchandise shall be laden or put on board the said bark Reindeer previous to her sailing from this port, I will immediately report the same to the said collector. I do also swear that I verily believe the duties on all the foreign merchandise therein specified have been paid and secured according to law, and that no part thereof is intended to be relanded within the United States; and that, if by distress, or other unavoidable accident, it shall become necessary to reland the same, I will forthwith make a just and true report thereof to the collector of the customs of the district wherein such distress or accident may happen; and said cargo is truly intended to be landed in the port of Havana. So help me God.

(Signed,) WM. H. CUNNINGHAM.

Sworn to before me this 26th January, 1861.

(Signed,) J. WHITE, *D. C.*

148 EXHIBIT I.—SEA LETTER.

D. Mariano de Adriaensens, intendente de provincia y secretario de S. M. honorario y administrador general de rentos maritamas, y Don Jose Maria Noguera, contador de la mismr por S. M.

REGISTRO N. 569.—Certificamos que con las debidos formalidades se ha embarcado en la barca ama Reindeer, su capitan con destino Santa Antonio, los frutos y efectos que constan de les dies y siete polizas originales, que numeradas y conformes se acompanan por las cuales se han satisfecho sus correspondientes derechos, y

se entrega este registro cerrado y sellado al capitan para que lo presente al Sr. Administrador de la Aduana del puerto de su destino. Habana y Junio veinte y dos de mil ochocientos sesenta y uno. Per order,

JOSE DE LUBIAN.

MARIANO DE ADRIAENSENS.

EXHIBIT J.

Permit from custom-house, Havana.

Registro de Salida No. 569. Poliza No. 11.

Perez & Martinez embarca para Santo Antonio en barba ama Reindeer, su Capitan Cunningham, que se halla con rigistro abierto para dicho destino con el numero de su encabezamiento, los generos que se espresaran ecsistentes en los almacenes de deposito de su pertenencia, segun el reconocimiento que se ha practicado para el pago de

los derechos de salida, cuya entrada en los referidos almacenes se hizo bajo los datos siguientes ; manifesto No. 123, de la y ola.

B. WATSON, *de N. York.*

C. Dos barriles de farina.
Un barril conteniendo.
Cuico lbs. cafe molier.
Doo lbs. de te.
Venite lbs. de aerroz.
Aledia lbs. de peimienta.

HABANA, *Junio* 19 *de* 1861.

PEREZ & MARTINEZ.

Sentada.

Es conforme con la primera en que consta haberie satisfectio el correspondiente de recho de salida del deposito.

HABANA, *y Junio* 19, *de* 1861.

LUBAN.

149 EXHIBIT K.

Permit from custom-house, Havana.

Registro de Salida No. 563. Poliza No. 3.

Consignatarios, Peres & Martinez.

Dn Antonio Martinez embarca para Santo Antonio, en la barca Americana Reindeer su Capitan Cunningham, que se halla con registro abierto para dicho destino con el numero de su encabezamiento, los generos que se espresaran ecsistentes en los almacenes de deposito, de su pertenencia, segun el reconocimiento que se ha practicado para el pago de los derechos de salida, cuya entrada en los referidos almacenes se hizo bajo los datos siguientes: Manifesto No. 186, de la barca Ama. Pentucket de N. York.

P. M. H. 100 Cien cunetes de clavos conpeso neto de Nueve Mil quirientas libras.

Habana, Mayo 22, 1861.

Sentada, ANTONIO MARTINEZ.

Es conforme conla nota de reconocimiento No. en que consta satisfecho el correspondiente diade salida del deposito.

Habana, Mayo 22, 1861.

Fecha ut supra,

Embarquense con conocimiento de la Comandancia de Carabineros, devolviendose esta con los cumplidos.

ADRIAENSENS.

Fabres, JOSE FRANCISCO RAMON.

Habana, de 22 de Mayo, 1861.

Al Aventajado Dn. Joaquin Flaquer, para su complimento.

O. HURBUCH.

Ha salido el contenido de este registro. Deposito Mercantil, Mayo 23, 1861.

Por order del Senor Guarda Almacen.

RIAMBAU.

Cumplido, FLAQUER.

150 EXHIBIT L.

Capt. Vaughan's list of cargo & stores of bark Reindeer.

Account of cargo and stores examined by me, as landed in Newport, from bark Reindeer, of New York, by order of A. Sanford, U. S. marshal for Rhode Island, August 12th, 1861.

1 cask, containing hand-saws, back-saws and packages, knives and forks, and bit stock.
1 " " saucepans, cooking-pans, with their covers.
2 " " paints in pans. (Not on manifest.)
1 " " table cutlery, iron spoons, hatchets, hammers, &c.
2 " " saucepans, cooking-pans, and covers.
3 " " glass tumblers.
2 pkgs. " 30 mess or camp kettles.
16 pipes, " bread.
187 new oars.
1 cask, containing pickled haddock, fish. (Not on manifest.)
3 bags, coarse salt. Do.
3 packages, 1 barrel tesago, or jerked beef.
Examined in the store.

August 13th.
1 case of thin overcoats.
2 cases Spanish cigars in boxes.
40 boxes candles.
64 boxes brandy, preserved fruit.
38 boxes claret wines.
15 boxes O. T. gin.
7 boxes B. brandy.
7 boxes gin.
100 kegs cut nails, of different sizes.
2 bbls. lime, 1 bbl. cement. (Not on manifest.)
117 whole pipes of argua ardente rum.
65 half pipes of agua ardente rum.
1 case cont'g medicines in small pkgs.
2 cases cont'g medicinal herbs & lint in packages.
4 large jars chloride lime.
1 demijohn disinfecting fluid.
1 box small sponges.
} Not on manifest.
All the ship's stores for the voyage in the custom-house.
Examined in the custom-house.

151 August 14th.
1 cask butts and hinges.
3 casks iron chains from ¼ to ⅜ inches.
1 cask table cutlery, &c.
1 cask steel or rat traps.
1 cask butts, hinges, padlocks, spoons, &c.
4 cases mechuts or war knives.
6 to 8,000 lbs. tesago or jerked beef.
65 pipes full, partly full and empty ones, which all appear to have been used as fresh-water pipes. } Not on manifest.
9 casks with 2 shooks, iron hooped, and are used as ship's fresh-water casks.
The ship has a regular medicine chest on board.
5 rolls and some loose flag matting. (Not on manifest.)

Among the charts examined on board the ship, there is one of the West Indies, and a new chart of the west coast of Africa, from Sierra Leone to the Cape of Good Hope; with an old log-book of a voyage to Bathurst in Africa, in 1856 and 1857.

Examined on board ship.

152 EXHIBIT M.

Account between T. & J. Coggeshall and bark Reindeer.

Bark Reindeer owners to T. & J. Coggeshall, Dr.

1861.			
July 12.	To cash to master for crew	$30	00
	To cash paid pilotage	12	00
13.	To cash paid S. Chamber's bill, labor getting vessel to wharf	3	00
15.	To cash to master for crew	60	00
17.	To 6 soup plates		75
	To 6 dinner plates		60
	To 6 tumblers		60
18.	To cash to master for crew	50	00
24.	To cash paid towage	15	00
	To cash paid wharfage	5	50
	To our commissions on cash	4	38
	To personal services, &c	5	00
		$186	83

CR.

By Capt. Cunningham's draft on P. A Pearce, New York, (the same paid P. A. Pearce,) to balance account $186 83

153 EXHIBIT N.

Record from supreme court, New York, "Booth vs. Pearce."

The people of the State of New York, by the grace of God free and independent, to all to whom these presents shall come or may concern, greeting:

Know ye that we, having examined the records and files in the office of the clerk of the county of New York and clerk of the supreme court of said State for said county, do find a certain judgment roll there remaining, in the words and figures following, to wit:

Supreme court, city and county of New York.

HENRY P. BOOTH
vs.
PIERRE L. PEARCE.

Statement and confession of judgment without action.

I do hereby confess judgment in this cause in favor of Henry P. Booth, the above-named plaintiff, for the sum of eleven thousand one hundred and twenty-eight dollars and fifty-six cents, and authorize judgment to be entered therefor against me.

This confession of judgment is for a debt justly due to the plaintiff, arising from the following facts: That the plaintiff, at various times between the 4th day of August, 1860, and the 23d day of December, 1860, at the request of the defendant, lent and advanced to the said defendant divers sums of money, amounting in the whole to the sum of seventeen thousand three hundred and twelve dollars and forty-two cents, and there is now due to the plaintiff from defendant, on account of the same, the said sum of eleven thousand one hundred and twenty-eight dollars and fifty-six cents, ($11,128 56.)

PIERRE L. PEARCE.

CITY AND COUNTY OF NEW YORK, *ss.*

Pierre L. Pearce, the defendant above named, being duly sworn, says that the facts stated in the above confirmation are true. And further he says not.

PIERRE L. PEARCE.

Sworn to before me this 27th day of June, 1861.

O. R. STUBS, *Notary Public.*

[Endorsed.]

Supreme court, city and county of New York.

HENRY P. BOOTH
against
PIERRE L. PAERCE.

On filing the within statement and confession, it is adjudged by the

court that the plaintiff do recover against the defendant the sum of eleven thousand one hundred and twenty-eight dollars and fifty-six cents, ($11,128 56,) with five dollars costs.

JOHN CLANCY, *Clerk.*
BEEBE, DEAN & DONOHUE,
Plaintiff's Attorneys.

Filed June 28, 1861, 10h. 41m.

All of which we have caused by these presents to be exemplified, and the seal of our said supreme court to be hereunto affixed.

[L. S.] Witness George G. Barnard, justice of the city of New York, the 24th day of September, A. D. 1861, and of our independence the eighty-sixth.

JOHN CLANCY, *Clerk.*

I, George G. Barnard, presiding justice of the supreme court of the State of New York for the city and county of New York, do hereby certify that John Clancy, whose name is subscribed to the preceding exemplification, is the clerk of the said county of New York, and clerk of the supreme court for said county, duly elected and sworn, and that full faith and credit are do to his official acts. I further certify that the seal affixed to the said exemplification is the seal of our said supreme court, and that the attestation thereof is in due form.

Dated New York, September 24th, 1861.

GEORGE G. BARNARD,
Justice Sup. Ct.

155 EXHIBIT O.

Record from supreme court, Newport, R. I.

JAMES E. WARD & Co. *et al.*
vs.
PIERRE L. PEARCE.

NEWPORT, *sc:*

[L. S.] To the sheriffs of our several counties or to their deputies, greeting:

We command you to arrest the body of Pierre L. Pearce, of the city, county, and State of New York, merchant, (if he may be found in your precincts,) and for want of his body to attach his goods and chattels, to the value of five hundred dollars, and him or those in safe custody keep, to answer the complaint of James E. Ward, Samuel C. Shepard, and Henry P. Booth, of the city, county, and State of New York, copartners, negotiating and doing business under the style and firm of James E. Ward & Co., at the next supreme court to be holden at Newport, within and for our said county of Newport, on the fourth Monday of August next ensuing the date hereof, in an action of the case, for that the defendant hath not kept his promises to the plaintiffs made, but the same hath broken, as by declaration to be filed in court will be fully set forth, to the damage of the plaintiff five hundred dollars.

Hereof fail not, and make true return of this writ, with your doings thereon.

Witness Samuel Ames, esq., at Newport, this 19th day of July, in the year 1861.

JOHN. W. DAVIS, *Clerk.*

NEWPORT, *sc:* NEWPORT, 20*th July*, 1861.

Mr. OFFICER: For want of the body of the within-named Pierre L. Pearce, to be by you found within your precinct, make service of the within by attaching the bark Reindeer and cargo of the goods and chattels of the said Pierre L. Pearce.

WILLIAM A. WHITE,
Plaintiff's Attorney.

NEWPORT, *sc:*

In Newport, in said county, this 20th day of July, A. D. 1861. For want of the body of the within-named Pierre L. Pearce, to be by me found within my precincts, I have this day, at 11½ o'clock in the forenoon, attached bark Reindeer and cargo, as per manifest lodged in the custom-house of the port of Newport, of the goods and chattels of the said Pierre L. Pearce, and have left an
156 attested copy of the within writ, with my doings thereon, (said Pierre L. Pearce having no usual place of abode within my precincts,) with the mate, Ansel R. Ludwig, the person in possession of the property attached at the time of the attachment thereof.

DAVID M. COGGESHALL, *Sheriff.*

Trvice	50
Copies	1 00
Sravel	10
	$1 60

NEWPORT, *ss:* NEWPORT, *July* 20*th*, 1861.

I hereby appoint Charles Cozzens, of the said city of Newport, keeper, to take charge of the above-named bark Reindeer and cargo.

DAVID M. COGGESHALL, *Sheriff.*

Declaration.

NEWPORT, *ss:* SUPREME COURT, *August Term, A. D.* 1861.

James E. Ward, Samuel C. Shepard and Henry P. Booth, of the city, county and State of New York, copartners, negotiating under the style and firm of James E. Ward & Co., complain of Pierre L. Pearce, of said city of New York, merchant, whose goods and chattels have been attached by the sheriff in an action of the case, for that the defendant, at New York, to wit, at Newport, in said county of Newport, on the fifteenth day of July, A. D. 1861, was justly indebted to the plaintiff in the sum of three hundred and fifty dollars by book account, according to the account herewith filed, and being so indebted the said defendant then and there, in considerati thereof, assumed on himself and to the plaintiffs promised to p on them the same on request. And also for the defendant, at the ti av me

aforesaid, and on the day and year aforesaid, being justly indebted to the plaintiff in the sum of four hundred dollars, for so much money before that time had and received, to the use of the plaintiff. And also for so much money before that time paid, laid out and expended to and for the defendant, and at his instance and request. And also for so much money before that time lent and advanced to the defendant by the plaintiffs, then and there in consideration thereof promised the plaintiffs to pay them said sum of money last mentioned, on request.

157 Yet, though requested, the defendant hath not paid such sum or any part thereof, but ever hath refused and still doth refuse to pay the same, to the plaintiffs' damage five hundred dollars, as laid in their writ dated the 19th day of July, A. D. 1861. Wherefore they sue by their attorney.

WILLIAM A. WHITE.

NEW YORK, 15*th July*, 1861.

PIERRE L. PEARCE

1861. To JAMES E. WARD & CO., Dr.

July 13.	To cash to Capt. Cunningham, of bark Reindeer, to pay off crew, &c.....	$300 00
15.	To cash to Capt. Cunningham.....	50 00
		$350 00

Supreme court, August term, and on the second day of said term, Van Zandt asked leave to answer. Third day heard and refused. Third day nil doc. judgment for plaintiffs for $350 00 and costs. Therefore it was considered by the court that the plaintiffs recover and have of the defendant the sum of three hundred and fifty dollars debt or damage, and the costs of suit taxed at nine $\frac{90}{100}$ dollars.

STATE OF RHODE ISLAND, &c.,
County of Newport, ss:

CLERK'S OFFICE, SUPREME COURT.

This is to certify that the foregoing is a true copy of the case and judment of the court, wherein James E. Ward is plaintiff, and Pierre L. Pearce is defendant.

In attestation whereof I have hereunto set my hand and affixed the seal of the court, this 23d day of September, A. D. 1861.

[L. S.]

JOHN W. DAVIS,
Clerk Supreme Court.

Fee, $1 25.

I, Samuel Ames, chief justice of the supreme court of Rhode Island, do hereby certify that John W. Davis, whose name is subscribed to the preceding exemplification, is clerk of the supreme court within and for the county of Newport, duly elected and sworn, and that full faith and credit are due to his official acts. I further certify that the

seal affixed to said exemplification is the seal of our supreme court, and that the attestation thereof is in due form.

Dated Providence, October 1st, 1861.

SAMUEL AMES,
Chief Justice Supreme Court R. I., &c.

158 EXHIBIT P.

Register of "Wildfire."

No. 587. P.

In pursuance of an act of Congress of the United States of America entitled "An act concerning the registering or recording of ships or vessels."

Joseph B. Hutchinson, of the city, county, and State of New York. having taken or subscribed the oath required by the said act, and having sworn that he is the only owner of the ship or vessel called the Wildfire of New York, whereof is at present master, and a citizen of the United States, and that the said ship or vessel was built at Amesburg, in the State of Massachusetts, in the year 1853, as per register, No. 324, issued at this port, May 18, 1855, now cancelled, property changed, and said register having certified that the said ship or vessel has one deck and three masts, and that her length is one hundred eighty feet four inches, her breadth twenty-seven feet four inches, her depth ten feet six inches, and that she measures three hundred thirty-eight $\frac{30}{95}$ tons, that she is a bark, has a square stern and a figure-head, and the said Joseph B. Hutchinson having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said act, the said bark has been duly registered at the port of New York.

Given under our hands and seals, at the port of New York, this 23d day of November, in the year 1859.

DISTRICT AND PORT OF NEW YORK.
Collector's Office.

I hereby certify the within to be a true copy of the original on record in this office.

Given under my hand and seal this 2nd October, 1861.

[SEAL.] G. W. ELLSBEE,
D. Collector.

159 EXHIBIT Q.

Bill of sale of bark Wildfire.

To all to whom these presents shall come, greeting:

Know ye that I, Joseph B. Hutchinson, of the city, county, and State of New York, sole owner of the bark or vessel called the "Wildfire," of the burthen of $338\frac{30}{95}$ tons, or thereabouts, for and in consideration of the sum of twelve thousand dollars, lawful money of the United States of America, to me in hand paid before the sealing

and delivery of these presents, by Pierre L. Pearce, of the city and State of New York, the receipt whereof I do hereby acknowledge, and am therewith fully satisfied, contented and paid, have bargained and sold, and by these presents do bargain and sell, unto the said Pierre L. Pearce, his executors, administrators, and assigns, the whole of the said bark, or vessel, together with all, and singular, the mast, bowsprit, sails, boats, anchors, cables, and all other necessaries thereunto appertaining and belonging: the certificate of the register of which said bark or vessel is as follows, to wit:

No. 587.

In pursuance of an act of Congress of the United States of America, entitled "An act concerning the registering and recording of ships or vessels." Joseph B. Hutchinson, of the city, county, and State of New York, having taken or subscribed the oath required by the said act, and having sworn that he is the only owner of the ship or vessel called the Wildfire, of New York, whereof is at present master, and is a citizen of the United States; and that the said ship or vessel was built at Amesbury, State of Massachusetts, in the year 1853, as per register No. 324, issued at this port May 18, 1858, now cancelled, property changed.

And said register having certified that the ship or vessel has one deck and three masts, and that her length is one hundred twenty-eight feet four inches, her breadth twenty-seven feet four inches, her depth ten feet six inches; and that she measures three hundred thirty-eight $\frac{39}{95}$ tons; and that she is a bark; has a square stern, and a figure-head. And the said Joseph B. Hutchinson having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said act, the said bark has been duly registered at the port of New York.

160 Given under our hands and seals at the port of New York, this twenty-third day of November, in the year one thousand eight hundred and fifty-nine.

To have and to hold the said bark or vessel, and appurtenances thereunto belonging, unto him, the said Pierre L. Pearce, his executors, administrators, and assigns, to the sole and only proper use, benefit, and behoof of him, the said Pierre L. Pearce, his executors, administrators, and assigns forever. And I, the said Joseph B. Hutchinson, have, and by these presents do promise, covenant, and agree, for myself, my heirs, executors, and administrators, to and with the said Pierre L. Pearce, his heirs, executors, administrators, and assigns, to warrant and defend the said bark or vessel, and all the other before-mentioned appurtenances, against all and every person and persons whomsoever.

In testimony whereof I, the said Joseph B. Hutchinson, have hereunto set my hand and seal, this sixth day of December, one thousand eight hundred and fifty-nine.

J. B. HUTCHINSON. [SEAL.]

Sealed and delivered in the presence of—
H. CAMERDEN, Jr.

STATE OF NEW YORK, *ss:*

Personally appeared before me Joseph B. Hutchinson, to me known, and acknowledged the within bill of sale to be his free act and deed.

In testimony whereof I have hereunto set my hand and seal of office, this sixth day of December, in the year one thousand eight hundred and fifty-nine.

[L. S.]

HENRY CAMERDEN, JR.,
Notary Public.

Recorded December 13, 1859, at ½ to 12 a. m.

CUSTOM-HOUSE, NEW YORK,
Collector's Office.

I hereby certify the within to be a true copy of the original bill of sale on record in this office.

Given under my hand and seal of office, this 2d day of October, A. D. 1861.

[L. S.]

G. W. ELLSBEE,
Deputy Collector.

161 EXHIBIT R.

Copy Indictment.

UNITED STATES OF AMERICA
vs.
PIERRE L. PEARCE.

The President of the United States of America to all to whom these presents may come, greeting:

Know ye that we, having inspected the records and files of the district court of the United States for the southern district of New York, do find certain paper writings there, remaining of record, in the words and figures following, to wit:

District court of the United States of America for the southern district of New York, in the second circuit.

At a stated term of the district court of the United States of America for the southern district of New York, in the second circuit, begun and held at the city of New York, within and for the district and circuit aforesaid, on the first Tuesday of September, in the year A. D. 1860, and continued by adjournment to and including the 29th day of September, in the same year.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

The jurors of the United States of America, within and for the district and circuit aforesaid, on their oath present that Pierre L. Pearce, late of the city and county of New York, in the district and circuit aforesaid, heretofore, to wit, on the 16th day of December, A. D. 1859, and after the passage of the act of Congress approved April 20, 1818, entitled, "An act in addition to an act to prohibit the introduction (importation) of slaves into any port or place within the

jurisdiction of the United States, from and after the 1st day of January, A. D. 1808, and to repeal certain parts of the same," at the port of New York, in the southern district of New York, and within the jurisdiction of the United States, and within the jurisdiction of this court, with force and arms did, for himself as owner, fit, equip, load and otherwise prepare a certain ship or *or* vessel, being a bark, called "Wildfire," with the intent then and there to employ such aforesaid ship or vessel, being a bark called "Wildfire," in the trade and for the purpose of procuring a large number, to wit, five hundred negroes, mulattoes or persons of color, from a certain foreign country, to wit,

Africa, to be transported to a certain place to the jurors
162 aforesaid unknown, to be held, sold or otherwise disposed of as slaves, and to be held to service or labor, against the peace of the said United States of America, and against their dignity, and contrary to the true intent and meaning of the statute of the said United States, in such case made and provided.

Second count.

And the jurors aforesaid, on their oath aforesaid, do further present that Pierre L. Pearce, late of the city and county of New York, in the district and circuit aforesaid, heretofore, to wit, on the 16th day of December, A. D. 1859, and after the passage of the act of Congress approved April 20th, 1818, entitled, "An act in addition to an act to prohibit the introduction (importation) of slaves into any port or place within the jurisdiction of the United States, from and after the 1st day of January, A. D. 1808, and to repeal certain parts of the same," at the port of New York, in the southern district of New York, and within the jurisdiction of the United States, and within the jurisdiction of this court, with force and arms did, for himself as owner, cause a certain vessel, being the bark called "Wildfire," to sail from the aforesaid port of New York, in the southern district of New York, within the jurisdiction of the United States, for the purpose of procuring and with the intent to employ the said bark called "Wildfire" in the trade and business of procuring negroes, mulattoes and persons of color, from a foreign country, to wit, the west coast of Africa, to be transported to some port or place to the jurors unknown, to be held, sold or otherwise disposed of as slaves, or to be held to service or labor, against the peace of the said United States, and against their dignity, and contrary to the true intent and meaning of the statute of the said United States, in such case made and provided.

Signed, J. J. ROUSEVELT,
U. S. D. Att'y.

A true bill.

JOSEPH M. COOPER, *Foreman.*

(B. W. issued.)

Filed in open court on the 1st day of October, 1860. Oct. 9, 1860. The def't arraigned and indictment read. Def't plead not guilty.

Oct. 12th, 1860. The defendant called on his recognizance, and

he appearing, his recognizance and case and bond continued over to November term, 1860.

163 All of which we have caused by these presents to be exemplified, and the seal of the said district court to be hereunto affixed.

Witness the Hon. Samuel R. Betts, judge of the said court, at the city of New York, in the southern district of New York, this 24th day of September, in the year of our Lord one thousand eight hundred and sixty-one, and of our independence the eighty-eighth.

GEO. F. BETTS, *Clerk.*

I, Samuel R. Betts, judge of the said district court, do hereby certify that the foregoing exemplification is in due form of law.

SAM'L R. BETTS.

EXHIBIT S.

Letter from Pearce to Cunningham, July 23d, 1861.

NEW YORK, *July* 23*d*, 1861.

Capt. WM. H. CUNNINGHAM, *Newport, R. I.*

DEAR SIR: Mr. Ludwig called on me with your order for balance of wages due him, but I wanted your account with him in full, so as to see whether there has been any money paid him from the store that has not been charged to him; and without your account with him I cannot make any definite examination. I was much surprised that lawyer Dean did not bring on the bills of lading; you will therefore forward them to me, and write me occasionally; also use your best exertion to keep expenses down. Awaiting the receipt of the bills of lading, I remain respectfully yours, &c.,

PEIRRE L. PEARCE.

164 EXHIBIT T.

Letter from Pearce to J. E. Ward & Co., Aug. 23d, 1861.

NEW YORK, *August* 23*d*, 1861.

GENTLEMEN: I have not authorized any one to appear for me in any action now pending in Rhode Island. If any one has assumed to act for me it is wholly unauthorized.

Yours, &c.,

PEIRRE L. PEARCE.

To Messrs. JAMES E. WARD & CO., and H. P. BOOTH.

EXHIBIT U.

Shipper's manifest.

PART OF CARGO SHIPPED BY J. E. WARD & CO.

Manifest of part of cargo shipped by James E. Ward & Co. on board the bark Reindeer, whereof Cunningham is master, for Havana.

NEW YORK, *Jan.* 26, 1861.

Marks.	Packages and contents.	Quantities—Lbs., galls., &c.	Value of domestic merchandise.	To be landed at—
G. L.	One box hardware		$101 25	Havana.
E. S.	Twenty-two pkgs. hardware		297 00	
S.	Three hundred bbls. potatoes		450 00	
P.	One hhd. tasago	2,700 lbs.	135 00	
"	Twenty-six bbls. beef		208 00	
Mac. D.	Thirteen casks tasago	12,000 lbs.	600 00	
S.	Twenty-five bbls. vinegar	1,065 galls.	191 00	
M. & R.	One hundred and twenty bbls. rosin		300 00	

C. M. JAMES E. WARD & CO.

DISTRICT AND PORT OF NEW YORK.
Collector's Office, Oct. 4, 1861.

I hereby certify the above to be a true copy of the original on file in this office.

G. W. OMLSEE, *D. C.*

165 EXHIBIT V.

Charter party.

The undersigned, Capt. William H. Cunningham, commander of the American bark Reindeer, of 248 tons burthen, in behalf of Pierre L. Pearce, owner of the said vessel, and Perez & Martinez, according to instructions handed to them by said owner, on the first part, and Gregorio Tejedor, esq., of this city, on the second part, have mutually understood and agreed upon the charter of said vessel, under the following conditions :

1. Capt. W. H. Cunningham, of said bark Reindeer, and Perez & Martinez hereby acknowledge having this day received from Gregorio Tejedor, esq., the sum of eight thousand five hundred dollars, ($8,500.)

2. In consideration of this payment, Capt. W. H. Cunningham agrees to freight his before said vessel, the American bark Reindeer, to Mr. Gregorio Tejedor for the term of three years, counting from this date.

3. Mr. Gregorio Tejedor shall, in every respect, have the exclusive disposal of said vessel during the time stipulated, with the right of either dismissing or engaging the captain, mates, and crew, and placing any supercargo he may choose, at his own satisfaction.

4. Mr. Gregorio Tejedor shall further have the option to despatch said vessel to any part of the world, and with any kind of general cargo he may be in mind to, being at liberty, also, to consign her wherever she may go, or arrive, to the party he may designate.

5. All and whatever expenses there may be, during the time fixed, say repairs of any kind, wages of master and crew, provisions, &c., &c., &c., shall be borne by the charterer, Mr. Gregorio Tejedor, who, in the event of loss of said vessel, shall have no right to claim anything from either captain or owners. In testimony whereof we have set our hands in quinduplicate, this twenty-third day of March, of eighteen hundred and sixty-one, in Havana, and in presence of witnesses.

WM. H. CUNNINGHAM.

Consignees: PEREZ & MARTINEZ.

166 EXHIBIT W.

List of charts found in the captain's state-room of bark Reindeer, October 3d, 1861.

Chart of South Atlantic coast of America.

General chart of the West Indies, Gulf of Mexico, and Caribbean sea.

Chart of north coast of Gulf of Mexico, from St. Mark's to Galveston.

Wind and current chart of North Atlantic.

Chart of coast of North America from Pt. Judith to Cape St. Antonio, island of Cuba.

Chart of northeastern coast of North America, from New York to Cape Carso.

Chart of the north Atlantic ocean.

A bundle of wind and current charts, containing 11 charts, taken by me.

CHARLES COZZENS.

EXHIBIT X.

Letter from Pearce to Perez & Martinez, May sixth, 1861.

HAVANA, *May 6th,* 1861.

Messrs. PEREZ & MARTINEZ.

GENTS: Being about to take passage to New York, by the "Berenguela," and not having been able to close up the business of the bark Reindeer, consigned to you by Messrs. J. E. Ward & Co., from New York, belonging to me, but through you sold to Mr. G. Tejedor and others, on the 20th of March last, the terms of the sale your Mr. Perez very well understands, and being satisfied to leave the matter

for settlement in your own hands, to do as though you owned the whole of the bark yourselves.

By averaging the time, as per agreement, you will perceive that the whole of the purchase money is past due, and as soon as your are in receipt of funds from the sale of the bark, you will procure bills of exchange, and remit direct to me, and I submit the
167 following names for your consideration, giving them the preference: Capusac, or Messrs. R. L. & A. T. Stewart, or Roberts & Williams, M. A. Herrara & Co., or Stugess & Co., and J. M. Morales & Co., or whomsoever they may draw on, in New York.

Should there be any such a thing as backing out, by Mr. Tejedor and his party, you will advise me by the first mail, and I will either return or send my power of attorney for you, to act as I may hereafter direct. With the utmost confidence that you will use your earnest endeavors to close up this, to me, onerous business.

With my best wishes to your future good health and success, and many thanks for the kind attention received during my stay with you, I remain, gentlemen,

Very respectfully, yours, &c.,

PIERRE L. PEARCE,

Endorsed: Messrs. Perez & Martinez, present.

EXHIBIT Y.

Letter from Pearce to Perez & Martinez, May 18th, 1861.

Per "Berenguila."

NEW YORK, *May 18th*, 1861.

Messrs. PEREZ & MARTINEZ, *Havana.*

GENTS: Your very welcome favors of the 10th inst., per "Kamak," covering account of the bark, and draft on C. Ludman for $4,000, at sixty days, have this moment come to hand, and contents duly noticed; but not in time to get the draft accepted before the closing of this mail; but will be able to write you more fully by the "Columbia," which leaves here Monday for your city. With thanks for your promptness and sentiments of esteem.

I am, gentlemen, very respectfully yours,

P. L. PEARCE.

"In haste."

168 EXHIBIT Z.

Per "De Soto."

NEW YORK, *May* 24, 1861.

Messrs. PEREZ & MARTINEZ, *Havana, Cuba.*

GENTS: Under date of the 18th I acknowledged the receipt of your favor of the 10th, covering draft at 60 days after sight for $4,000, and account of the bark Reindeer, showing a balance due

you of twenty-four dollars and twenty-eight cents, which is small; but there are some charges that I want an explanation from the captain about. I was not aware that I had a box of segars, but that will no doubt be satisfactorily settled. I have also to acknowledge your favor of the 16th, covering second of exchange, the first of which has been duly honored; but I must say that I was considerably disappointed, after waiting so long for Mr. Tejedor, to not have received a draft at short sight, as I requested in my letter of instructions to you, and cannot see the propriety of your advising me to be satisfied with a four months draft for the balance of the purchase money, this is an arrangement that I know nothing about, and must say that it looks as though you were working for others' interests in preference to mine. Your Mr. Perez is well aware of the bargain that I made, and knows that the purchase money, by average, is some time past due; and inasmuch as exchange is at a large discount, I hope that they will pay you over the balance of purchase money soon after the receipt of this letter, if not already in your hands; also the amount of the enclosed bill for chronometer, demurrage and interest that I have to pay to get the draft discounted, (which you might just as well make for me as to oblige me to lose,) amounting to eighteen hundred and sixty dollars, ($1,860 00) which you will please collect, deduct your charges for the same, and remit by drafts, as ordered in my letter of instructions. I was afraid that you would let Tejedor do about as he pleased after I left, and under any other circumstances I should be gratified to accommodate him, but am in a very serious position, pecuniarily, and know not where to get money to meet my maturing obligations, and do not see anything to prevent me from suspending, unless you send me timely aid. If you do not wish to keep the chronometer at the price it is invoiced, I have written Capt. Cunningham to send it back to me by the
169 first opportunity. The owner's price for it, when I hired it, was two hundred and twenty-five dollars; but inasmuch as I told him that I thought I could sell it for him, to dispose of it, he will sell at the price charged in the enclosed bill. Captain Ray, of the James Cook, has just returned from home, and says that he could not retain your part of the commissions on the charter, on your request through me, but could, had you written him yourselves, requesting him to retain it. You will have to collect it of Messrs. Hamel & Co., their agent in Lagua having collected the whole amount; which I hope you will be able to do without much difficulty. Hoping that this will find you all in the enjoyment of the best of health, and that you will sympathize with me in my present troubles, and send me, by return mail, drafts in full for settlement; assuring you that I will reciprocate whenever I am in a position to do so.

Very respectfully, yours, &c.,

PIERRE L. PEARCE. O.

EXHIBIT &.

Letter from Pearce to Perez & Martinez.

Per "Columbia."

NEW YORK, *June 29th*, 1861.

MESSRS. PEREZ & MARTINEZ, *Havana, Cuba.*

GENTS: Your favor under date of the 20th came duly to hand, covering draft on Mr. Tongillo for forty-six $\frac{84}{100}$ dollars, which was duly accepted, and account current, which I perceive you have made out to suit yourselves, and if satisfactory to you may be very well. But having letters before me, both from you and the captain, I find quite a discrepancy between you in regard to the transaction with Mr. Tejedor. Your Mr. Perez says that he is ready to qualify that Mr. T. has done all that he agreed to; and I know that he has not done one thing through you, up to time. You also say that he has paid all the bills from the 23d of March, and not one cent have I been credited for, for wages and victualing of the crew, and articles purchased by me and paid for by me up to the 6th of May, the
170 time I left your city, but a paltry bill of Cabargo & Co., amounting to forty-eight $\frac{28}{100}$, ($48 28,) and segars which I never had you do not hesitate to charge me with, and still you wish me to use my influence in procuring business from Messrs Ward & Co. for you. I cannot see how you can reconcile matters of that nature.

I left my business with your Mr. Perez, with the utmost confidence, and can only say that if your interest to serve Mr. Tejedor is paramount to doing what is right with me, it amounts to nothing less that misplaced confidence. Perhaps I can remind you of the terms of the sale, which was as follows: $4,000 to be paid in cash, $3,000 in ninety days, say seven thousand dollars, with the purchaser to pay the brokerage or commissioners. I went out there to sell the bark, and I think that I understand my own business, and had I supposed that it would have taken nearly two months to raise four thousand, I should have accepted a freight, but I am satisfied without having been on hand myself, my interest must have materially suffered. I feel under obligations to Mr. Reis for finding me a purchaser, but the understanding on the day of sale was distinctly that I should pay no commissions on the sale, but the purchaser, and when the matter of commission was mentioned your Mr. Perez made no reply until he went outside and spoke with Mr. Reiz. Perhaps the above will refresh his memory, if so, it will have the desired effect. The bill of demurrage is correct as sent, and if you do not wish to collect it, as soon as I have a settlement of the note for the balance which I requested you under date of June 10th to forward to Messrs. J. E. Ward & Co., if I do not come out myself I will send it to another party for collection. You having concluded this business, if you have anything more in your possession belongnig to me, you will very much oblige me by forwarding the same.

Anxiously awaiting the note of $3,000, due July 23d, as per your advices,

I remain, very respectfully, yours, &c.,

PIERRE L. PEARCE.

171 OUTWARD FOREIGN MANIFEST.

Report and manifest of the cargo laden at the port of New York, on board the bark Reindeer, whereof Cunningham is master, bound for Havana, 248 tons, 10 men. New York, Jan. 26, 1861.

Marks.	Numbers.	Packages and contents.	Quantities, lbs., galls., &c.	Value of domestic merch'dise.	Consignees.
E. D	45–46	Two bales willow ware		$61 00	Edward Doize & Co
M. G. & Co	1–12	Twelve cases perfumery	12 gross.	150 00	Manuel Gaston & Co
R. Y. & Co	1–20	Twenty wheels, (omnibus)		300 00	Ruanes Ybargner & Co
S		One hundred sacks oats	11,936 lbs	160 00	Escauriza & Serpa
S		One hundred bags bran	5,908 lbs.	69 00	do
S		Three hundred and ninety-five bbls. cement.		395 00	do
S		One hundred and twenty-seven pkgs. machinery.		8,500 00	do
T. A. de Molina	1–17	Seventeen cases furniture		1,137 30	J. A. de Molina
J. D. Molina		One case carpet		360 56	J. D. Molina
P. T. S. & Co		Twenty-two hhds. bark		293 15	Pedro Kifre & Co
		Eight tierces hams	2,628 lbs.	397 92	N. J. Gomez & Co
C. Y. & Co		Four corn shellers		40 00	Carbajosa, Ybarzabel & Co
C. Y. & Co		Two boxes barrows, four boxes trays.		52 00	do
P. & M		Sixty-five boxes oysters	3,250 lbs.	390 00	Perez & Martinez
G L B S		One box hardware		101 25	Joaquim de los Reges Gavilan.
S		Twenty-two pkgs. hardware		297 00	Domingo, Martinez y Cortez
S		Three hundred bbls. potatoes		450 00	Escauriaz & Serpa
P		One hhd. tasago	2,700 lbs	135 00	E. J. Gomez
P		Twenty-six barrels beef		208 00	do
MacD		Thirteen casks tasago	1,200 lbs.	600 00	Paris Bavlieff & Co
S		Twenty five barrels vinegar	1,065 lbs.	196 00	Manuel Bornbalier
& R		One hundred and twenty bbls. rosin.		300 00	More & Asuria

Freight for the whole cargo, $904 89.
(Signed) WM. H. CUNNINGHAM.

DISTRICT AND PORT OF NEW YORK,
Collector's Office, September 16, 1861.

I hereby certify that the above is a true copy of the original on file in this office.

H. CALHOUN, *D. C.*

172

Master's oath on clearing outwards.

DISTRICT AND PORT OF NEW YORK.

I, William H. Cunningham, master of the bark Reindeer, bound from the port of New York to Havana, do solemnly, sincerely and truly swear that the manifest of the cargo on board the said bark, now delivered by me to the collector of this district, and subscribed with my name, contains, according to the best of my knowledge and belief, a full, just and true account of all the goods, wares, and mer-

chandise, now actually laden on board the said vessel, and of the value thereof; and if any other goods, wares, or merchandise shall be laden or put on board the said bark previous to her sailing from this port, I will immediately report the same to the collector. I do also swear that I verily believe the duties on all foreign merchandise therein specified have been paid or secured according to law, and that no part thereof is intended to be relanded within the United States; and that, if by distress, or other unavoidable accident, it shall become necessary to reland the same, I will forthwith make a just and true report thereof to the collector of the customs of the district wherein such distress or accident may happen; and said cargo is truly intended to be landed in the port of Havana. So help me God.

(Signed,) WM H. CUNNINGHAM.

Sworn to before me this 26th January, 1861.

173 And said cause was further continued to the 14th day of October, 1861, when the following decree was entered.

Decree.

United States district court, district of Rhode Island, August term, A. D. 1861.

Libel of information.

UNITED STATES
vs.
BARK REINDEER, &C.

This cause having been heard upon the pleadings and proofs and argued by the advocates of the respective parties, and due deliberation being had in the premises, and it appearing to the court that the said bark Reindeer, her tackle, apparel and furniture, appurtenances, goods, lading and effects found on board thereof, should be forfeited; it is now ordered, adjudged, and decreed by the court that the bark Reindeer, her tackle, apparel and furniture, appurtenances, goods, lading and effects found on board thereof, mentioned in the libel in this case, be and the same accordingly are condemned as forfeited to the United State, sand that the respective claimants in said cause pay the cost incident to the claims respectively.

And upon motion of Wingate Hays, attorney of the United States, it is further ordered, adjudged, and decreed that the clerk of this court issue a warrant of venditioni exponas to the marshal of the district directing him to sell said bark, her tackle, apparel and furniture, goods, lading and effects, at public auction on the fifth day of November next, he giving due notice of such sale, and that the said warrant be returnable on the seventh day of November next, and that the marshal pay the proceeds of said sale into the registry of the court to be distributed according to law.

This done and promulged this fourteenth day of October A. D. 1861.

JOHN PITMAN,
District Judge U. S., Rhode Island District.

174 From which decree, on the same day, the following appeals were entered.

Appeal of G. Tejedor.

AUGUST TERM U. S. DISTRICT COURT.

RHODE ISLAND, *sc:*

UNITED STATES
vs.
BARQUE REINDEER, her cargo, tackle, apparel and furniture.

The claimant Gregorio Tejedor comes, &c., and prays an appeal from the decree in this cause to the next term of the circuit court.

By his proctors,

BROWN & VAN SLYCK.

OCTOBER 14*th*, 1861.

Allowed on condition that the said claimant file a bond in the clerk's office on or before the 21st inst., on the penal sum of one thousand dollars, with sufficient surety, conditioned to prosecute the said appeal and pay all costs which may be decreed by the said appellate court for him to pay.

JOHN PITMAN,
District Judge, U. S. Rhode Island District.

Appeal of D. M. Coggeshal et al.

The claimants, David M. Coggeshall, sheriff &c., Henry P. Booth, James E. Ward, Samuel Shephard, attaching creditors, pray an appeal in this cause to the next term of the circuit court.

By their proctor,

ABRAHAM PAYNE.

OCTOBER 14*th*, 1861.

Allowed on condition that the said claimants file a bond in the clerk's office on or before the 21st inst., in the penal sum of one thousand dollars, with sufficient surety, conditioned to prosecute the said appeal and pay all costs which may be decreed by the appellate court for them to pay.

JOHN PITMAN,
District Judge, U. S. Rhode Island District.

175 Whereupon the claimants, D. M. Coggeshall *et al.*, filed the following

Bond on appeal.

District court, U. S. August term, A. D. 1861.

RHODE ISLAND DISTRICT, *sc:*

THE UNITED STATES, &c., per W. HAYES, esq., dist. attorney &c.
vs.
THE BARK REINDEER, her cargo, &c., DAVID M. COGGESHALL, JAMES E. WARD & CO., AND HENRY P. BOOTH, claimants and appellants.

Know all men by these presents that we, David M. Coggeshall, of Newport, Jas. E. Ward & Co., of New York, and Henry P. Booth, of New York, as principals, and George W. Crocker, of Providence, in the county of Providence and State of Rhode Island, as surety, are held and firmly bound unto the above named libellants, in the sum of one thousand dollars, to be paid to the said libellants, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated the 21st day of October, A. D. 1861.

Whereas, the above named David M. Coggeshall, James E. Ward & Co., and Henry P. Booth, have prosecuted an appeal to the circuit court of the United States for the district of Rhode Island, in the first circuit, to reverse the decree rendered in the above entitled suit by the judge of the district court of the United States for the Rhode Island district.

Now, therefore, the condition of this obligation is such, that if the abovenamed David M. Coggeshall, James E. Ward & Co., and
176 Henry P. Booth, shall prosecute their appeal with effect, and shall answer all damages and costs if he fail to make his appeal good, then this obligation shall be void, otherwise shall be and remain in full force and virtue.

DAVID M. COGGESHALL, [SEAL.]
Per A. PAYNE, *Attorney.*
JAS. E. WARD & Co., [SEAL.]
Per A. PAYNE, *Attorney.*
HENRY P. BOOTH, [SEAL.]
Per A. PAYNE, *Attorney.*
G. W. CROCKER. [SEAL.]

Signed, sealed, and delivered in presence of—
JAMES H. PARSONS.

RHODE ISLAND DISTRICT, *sc:*

Taken and acknowledged this 22d day of October, A. D. 1861, in the city of Providence, in said district.

JAMES H. PARSONS,
U. S. Commissioner.

UNITED STATES OF AMERICA,
District of Rhode Island.

G. W. Crocker, surety to the above bond, being duly sworn, doth depose and say, that he resides in the State of Rhode Island, and is a freeholder therein, and that he is worth the sum of two thousand dollars, over and above all his just debts and liabilities, and property exempt from levy and sale on execution. Before me,

HENRY PITMAN,
Clerk, District Court, R. I. District.

RHODE ISLAND DISTRICT, *sc:*

CLERK'S OFFICE DISTRICT COURT,
At Providence, Nov. 13, 1861.

I, Henry Pitman, clerk of said court for said district, do hereby certify the foregoing to be a true transcript from the record of the district court in the cause in admiralty, "The United States *vs.* The bark Reindeer *et al.*"

[L. S.] In testimony whereof, I have hereunto set my hand and seal of said court on the day and year abovementioned.

HENRY PITMAN, *Clerk.*

177 And at said November term, 1861, of said circuit court said cause was called for hearing, argued by counsel, and held for advisement.

And at the same term the following agreement was filed:

RHODE ISLAND DIST., *sc:*

Circuit court United States, November term, A. D. 1861.

UNITED STATES
vs.
BARK REINDEER *et al.*

The undersigned, W. Hayes, attorney for the United States, and A. Payne, proctor for Jas. E. Ward & Co., and D. M. Coggeshall, represent to this hon. court that the said vessel, her tackle, apparel, furniture, and cargo are liable to deterioration, decay, and injury by being detained in custody, and pray that this hon. court will order a sale of the same.

(Signed) W. HAYES,
U. S. Att'y.

(Signed) A. PAYNE,
For above-named claimants.

Whereupon the following decree was entered:

Decree of sale.

And now on this tenth day of said term, upon the application of Wingate Hayes, esq., proctor for the libellants, and
178 Abraham Payne, esq., proctor for the claimants in the above en-

titled cause, represents that the said bark Reindeer, her tackle, apparel, furniture, and cargo are liable to deterioration, decay, and injury by being detained in custody, and praying that the same may be sold by decree of this court, said vessel and cargo as aforesaid are liable to deterioration, decay, and injury by being detained in custody, it is therefore ordered, adjudged, and decreed by the court that the clerk of this court issue a warrant of venditioni exponas to the marshal of said district, directing him to sell said bark Reindeer, her tackle, apparel, and furniture, appurtenances, goods, lading, and effects at public auction, on the fifteenth day of January, A. D. 1862, and that said warrant be returnable on the 20th day of January next, and that the marshal deposit the proceeds of said sale, deducting the expenses thereof, in bank, to the credit of himself and the sheriff of Newport county, to be held by them in the same manner and with like effect as said vessel, tackle, apparel, and cargo would have been held if this order had not been made.

179 Entered as the decree of this court per order thereof, this 23d day of December, A. D. 1861.

HENRY PITMAN, *Clerk.*

Whereupon the following warrant was issued:

UNITED STATES OF AMERICA,
Rhode Island District, sc:

The President of the United States of America to the mar-
[L. S.] shal of said district or to his deputy, greeting:

Whereas, in the appeal in admiralty, "claimants of bark Reindeer and cargo *vs.* the United States of America," duly entered in the circuit court of the United States for said district, at its November term, 1861, such proceedings have been had that, by a decree of said court rendered Dec. 23d, A. D. 1861, it was ordered that the bark Reindeer, her tackle, apparel, and furniture, goods, lading and effects be sold at public auction on the 15th day of January, A. D. 1862, and the proceeds of such sale, after deducting the expenses thereof, be deposited in bank by the marshal of said district, to the credit of himself and the sheriff of Newport county, to be held by them in the same manner and with like effect as if said vessel,

180 her tackle, apparel, and cargo would have been held if this order had not been made.

Therefore you, the said marshal, are hereby commanded to cause said bark Reindeer, her tackle, apparel, and furniture, goods, lading and effects so ordered to be sold, to be sold in manner and form upon notice at the time and place by law required, and that you dispose of the net proceeds of such sale agreeably to the above order on or before the 20th day of January, A. D. 1862, and make due returns of this writ on the same day.

Witness the Hon. Roger B. Taney, our chief justice, at Providence, this 26th day of December, A. D. 1861.

HENRY PITMAN, *Clerk.*

Marshal's return.

RHODE ISLAND DISTRICT, *ss:*

JANUARY 20*th*, 1862.

Pursuant to the aforenamed warrant, I have this day sold the bark Reindeer, her tackle, apparel, and furniture, at public auction,
181 at a marshal's sale, to Henry A. Brightman, for the sum of three thousand dollars, he being the highest bidder, and have also sold the goods, lading and effects of the said bark to sundry individuals, they being the highest bidders, for the sum of seven thousand seven hundred and fifty-six dollars and fifty-two cents, and after deducting the expenses, amounting to two thousand one hundred forty-four dollars and fifty-two cents, have deposited the balance, amounting to eight thousand six hundred and twelve dollars, in the City Bank, in the city of Providence, to await the further order of the court as commanded.

ALBERT SANFORD,
U. S. Marshal.

And said cause being continued to the June term, 1862, the following decree was ordered to be entered:

Decree.

This cause having been heard upon appeal on the pleadings
182 and proofs, and argued by the advocates of the respective parties, and due deliberation being had in the premises, it is now, on motion of Wingate Hayes, esq., attorney for the United States, ordered, adjudged, and decreed by the court that the decree of the district court in said cause be affirmed with costs, condemning the bark Reindeer, her tackle, apparel, and furniture, goods, effects, and cargo, as forfeited to the United States.

It is further ordered, adjudged, and decreed that the proceeds of the sale of said vessel, her tackle, apparel, and furniture, goods, effects, and cargo, made pursuant to an interlocutory order of the court, be forthwith paid into the registry of the court, to be distributed according to law.

Entered as the decree of this court, per order thereof, thi 23d day of September, A. D. 1862.

HENRY PITMAN *Clerk.*

Whereupon the following motion was filed in open court eptember 23d, 1862.

Motion for appeal.

183 The claimants, David M. Coggeshall, sheriff, a Ward, Booth, and Sherman, in open court, claim an appe in open court to the next term of the supreme court.

By their proctor,

ABRAHAM NE.

Appeal allowed upon condition that the claimants file a bond to the amount of five hundred dollars, with sufficient surety, to the satisfaction of the dist. judge.

HENRY PITMAN, *Clerk.*

Whereupon the following bond was filed.

Appeal bond.

Know all men by these presents that we, David M. Coggeshall, of Newport, James E. Ward, Samuel Shephard, and Henry P. Booth, of New York, as principals, and William B. Weeden, and Sidney S. Rider, of Providence, Rhode Island, as sureties, are held and firmly bound unto the United States of America in the sum of five hundred dollars to be paid to the said United States, for which payment well and truly to be made we bind ourselves and each of us, our heirs,
184 executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated the 10th day of October, A. D. 1862.

Whereas, lately at a term of the circuit court of the United States within and for the district of Rhode Island, holden at Newport, on the 15th day of June, A. D. 1862, and by adjournment thereof on the 15th day of September, A. D. 1862, in an appeal in admiralty pending in said court, wherein David M. Coggeshall, Henry P. Booth, James E. Ward, and Samuel Shephard were appellants, and the United States of America was appellee, a final decree was rendered against said appellants, dismissing their said appeal, and the said appellants having filed in open court, immediately upon the entering of said decree, a prayer for an appeal to the Supreme Court of the United States, to be holden at Washington, on the first day of December, A. D. 1862, which prayer was allowed and granted upon condition of filing their bond, of which said appellees then and there had notice.

And the condition of the above obligation is such that if the
185 said appellants in said appeal in admiralty shall prosecute their appeal with effect, and answer all damages and costs if they fail to make good their appeal, then this obligation to be void, otherwise to be and remain in full force and virtue.

Signed. SAM. M. COGGESHALL, [SEAL.]
Per A. PAYNE, *Att'y.*
JAMES E. WARD, [SEAL.]
Per A. PAYNE, *Att'y.*
SAMUEL SHEPHARD, [SEAL.]
Per A. PAYNE, *Att'y.*
HENRY P. BOOTH, [SEAL.]
Per A. PAYNE, *Att'y.*
WM. B. WEEDEN. [SEAL.]
SIDNEY S. RIDER. [SEAL.]

Signed, sealed, and delivered in presence of—
JAMES H. PARSONS.

RHODE ISLAND DISTRICT, *sc:*

Taken and acknowledged this 10th day of October, A. D. 1862, in the city of Providence, in said district.

JAMES H. PARSONS,
U. S. Commissioner.

United States of America, district of Rhode Island.

William B. Weeden and Sidney S. Rider, sureties in the
186 above bond, being duly sworn, do depose and say that they each reside in the State of Rhode Island, that each is a freeholder therein, and that each is worth the sum of one thousand dollars over and above his just debts and liabilities, and property exempt from levy and sale on execution.

Before me, this 10th day of October, A. D. 1862.

JAMES H. PARSONS,
U. S. Commissioner.

Approved:

JOHN PITMAN,
Dist. Judge U. S., R. I. District.

187 UNITED STATES OF AMERICA,
Rhode Island District, sc:

CLERK'S OFFICE CIRCUIT COURT,
At Providence, October 24, 1862.

I, Henry Pitman, clerk of the circuit court for the first circuit, within and for the district of Rhode Island, do hereby certify the foregoing one hundred and eighty-six pages to be a true transcript from the record of the circuit court, in the cause of appeal in admiralty, David M. Coggeshall *et als. vs.* the United States of America.

In testimony whereof I have hereunto set the seal of said court, and my hand, this 24th day of October, A. D. 1862.

[SEAL.]

HENRY PITMAN, *Clerk.*

2169

Supreme Court of the United States.

DECEMBER TERM, 1864.

No. 122.

THE BARK REINDEER, HER CARGO, ETC., COGGESHALL AND OTHERS, CLAIMANTS,

vs.

THE UNITED STATES.

BRIEF FOR CLAIMANTS.

The District Attorney for the United States in Rhode Island filed a libel against the Reindeer and her cargo, containing twenty-two counts, charging that they were forfeited under the statutes prohibiting the slave trade.

R., pp. 1 to 7.

A warrant was issued against them on the 7th of August, 1861, and served by the Marshal on the same day.

R., pp. 8, 9.

One Tejedor, who claimed to have chartered the vessel, filed a claim for the cargo.

R., p. 9.

He denied all the averments in the libel.

R., p. 11.

Coggeshall, as Sheriff of Newport, Rhode Island, and Booth, Ward & Shepard, as attaching creditors, appeared and filed an answer, in which they denied all the material averments in the libel, and set up that under the attach-

ments against Pearce, the owner, Coggeshall, as Sheriff, had, on the 20th and on the 26th of July, 1861, seized the vessel and cargo, under such attachments, and that he held the same by virtue thereof for the benefit of the attaching creditors of Pearce.

R., p. 10.

The District Attorney filed a replication, taking issue upon the answers generally; and specially denying that Coggeshall had held the possession of the vessel and cargo since the 20th of July, 1861.

R., pp. 13, 14.

The testimony is voluminous. On the hearing on the 14th October, 1861, the District Court rejected all the claims made to the vessel and cargo, and declared them forfeited, and directed the sale of vessel and cargo.

R., p. 128.

Coggeshall, Booth, Ward & Shepard appealed to the Circuit Court, as did Tejedor.

R., p. 129.

On the 23d of September, 1862, the Circuit Court affirmed the decree of the District Court, with costs.

R., p. 133.

Coggeshall, as Sheriff, and Ward, Booth & Shepard appealed to this court.

R., p. 133.

Tejedor, by not appealing, acquiesces in the decision of the Circuit Court, and his claims must be laid out of view on this hearing. He concedes, so far as the present appellants are concerned, that the vessel and cargo belonged to Pearce, and was lawfully attached, and that he has no claim upon either.

The questions are now between the United States, claiming through the Marshal's seizure under the libel, and that of the Sheriff and creditors upon their prior seizure under the attachments.

THE CLAIMANTS WILL INSIST

1. That Booth, Ward & Shepard had lawful attachments under the laws of Rhode Island against Pearce, in the hands of Coggeshall as Sheriff.

White's Ev., R., p. 85:
In reply to the question whether he issued the attachment under which the vessel was taken, answered: "I did, sir." Pp. 114, 115, 116. Attachment and record of judgment thereon.

2. That under said attachments Coggeshall, as such Sheriff, seized the vessel and cargo before the libel in this case was filed.

P. 115:
Sheriff's return of the seizure of the Reindeer and cargo, as taken on 20th July, 1861.

Macy Ev., R., p. 22: "Knew Sheriff took possession of vessel."

John Coggeshall Ev., R., p. 27:
"Q. On that day did the Sheriff and officers take possession of the vessel?
"A. I suppose so; I saw him go on board; I saw the Sheriff go on board."

Cozzen's Ev., R., p. 83:
"Q. On the 20th of July last, did you go on board the bark Reindeer at Newport, sir?
"A. Yes, sir.
"Q. In what capacity?
"A. As Deputy Sheriff.
"Q. Who was Sheriff?
"A. David M. Coggeshall."

3. That said vessel and cargo, at the time of the seizure under the libel, were, and had been from the time he seized them, in the possession of the said Coggeshall, as such Sheriff, under and by virtue of said attachments.

Cozzen's Ev., R., p. 83 :

After stating that he went on board the Reindeer on the 20th of July, he was asked :

"Q. What did you go on board for?

"A. To take charge of the ship.

"Q. As ship's-keeper under the sheriff?

"A. Yes, sir.

"Q. Have you continued there?

"A. Yes, sir, up to this time.

"Q. Have you slept on board over night?

"A. Yes, sir."

Macy's Ev., R., p. 22 :

"Knew Sheriff took possession of vessel; he informed me; understood keeper was put on board; Charles Cozzens so informed me; Mr. Cozzens had been a sea captain; saw him on board repeatedly."

P. 84 :

"Q. Have you ever surrendered your possession or your right to be there?

"A. No, sir; to nobody.

"Q. The Sheriff objected to the marshal's taking out the cargo?

"A. Yes, sir. He took it out on Wednesday, sir."

4. The vessel was *prima facie* the property of Pearce, the defendant in the attachment.

P. 101 :

Register of bark Reindeer, dated 28th January, 1861, in the name of Pearce, granted at the port of New York.

P. 101 :

Manifest from Havana, describing Pearce as owner, dated 12th July, 1861, bound for Falmouth.

Connelly's Ev., R., p. 15 :

"I painted the outside of the vessel. My bill was between twenty and twenty-five dollars, and paid by Pearce."

Murry's Ev., R., p. 15 :

"When Pearce made application for a berth, he said he had a bark he wished to procure a berth for; she was going to load for Havana."

Edsall's Ev., R., p. 17 :

"Was employed to make repairs on Reindeer by Pearce. She was placed on the dry-dock, and bill paid by Pearce."

Ward's Ev., R., p. 18 :

"A. Pierre L. Pearce owned the bark Reindeer."

POINTS.

FIRST.—*The court, whose process first seizes property has the right to retain the custody thereof, without interference by the process of any other court.*

Property can lawfully be in possession of but one court at the same time.

In this case, the Sheriff acquired lawful possession of the vessel and cargo. He had a right to continue it. His process authorized and required him to do so. The law required this at his hands, and he would be liable for failing in the discharge of this duty. He was clothed with the majesty of the law. His process did not contain the condition that he should take and keep the property provided no other court should send process to take it from him.

To allow the process of the District Court to take the vessel and cargo from him, would be conceding a superiority on one side, and declaring an inferiority on the other. The process of the District Court did not on its face assume such superiority. It did not authorize taking property which was in the custody of the law, and in which the officer of the State Court had a special property which he could enforce.

This question has been before this Court, and is fully settled in the following cases:

Taylor vs. *Carryl*, 20 Howard, 583. In this case, it was held, "where a vessel had been seized under a process of foreign attachment issuing from a State Court in Pennsylvania, and a motion was pending in that Court for an order of sale, a libel filed in the District Court of the United States for mariners' wages, and process issued under it, could not divest the authorities of the State of their authority over the vessel; and, of the two sales made, one by the Sheriff and one by the Marshal, the sale by the Sheriff must be considered as conveying the legal title to the property, and the sale by the Marshal as inoperative.

Where property is levied upon, it is not liable to be taken by an officer acting under another jurisdiction."

Freeman vs. *Howe*, 24 Howard, 450. In this case, the doctrine in Taylor *vs.* Carryl is reaffirmed. It was held that, when the Circuit Court of the United States had acquired possession under its process, the process of a State Court could not deprive the officer of his rightful possession. The court said: "In order to avoid unseemly collision between them, the question as to which authority should for the time prevail, did not depend upon the rights of the respective parties to the property seized, whether one was paramount to the other, but upon the question, which jurisdiction had first attached by the seizure and custody of the property under its process."

SECOND.—*If the Court consents to go into the relative merits of parties now claiming the vessel and cargo, it is insisted that the libellants have no legal claim to either.*

The fitting out and clearance of the vessel for Falmouth was at Havana, by Perez & Martinez, for Tejedor, a Spanish citizen, residing in Havana.

Manifest, 101. Martinez Ev., R., pp. 80 and 87.

The preponderance of the legal and reliable evidence in the record is, that this voyage was not one designed for the slave trade. So the Court will find it, if it is carefully read and fully weighed.

But, if it were fitted out in Havana and by Spanish citizens, it is no offence against the laws of the United States.

The act of 22d March, 1794, (1 U. S. L., 347,) relates to building, fitting out, equipping, loading, or otherwise preparing vessels in the United States. This does not apply to what may be done in other countries.

The act of 10th May, 1800, (2 U. S. L., 70,) forbids a citizen or resident in the United States to hold property in a "vessel employed or made use of in the transportation or carrying slaves from one foreign country or place to another." It authorizes individuals to libel, and to prosecute for the penalties specified; and imposes penalties on citizens serving on such vessels.

This act clearly does not apply to the present case. Here was no transportation of slaves.

The act of 20th April, 1818, (3 U. S. L., 450,) forbids the importation of persons with intent to hold them as slaves; and prohibits the building, fitting, equipping, loading, or otherwise preparing vessels in the United States, for the purpose of procuring negroes or mulattos or persons of color from a foreign country to be held to labor in this country or elsewhere—one-half of the forfeiture or penalty to whoever shall prosecute for it.

This act clearly does not apply, as the fitting out, if any, was not within the United States.

These are the acts referred to in the libel; and there are no others.

Neither applies to the case before the court.

It follows that the libellants have no case here, and had no grounds whatever upon which to make the seizure. Even upon the libel itself, as framed, they had no just right to make a seizure; and under the proof, it is certain that they had none.

If the cause is to be determined upon the question of superiority and strength of the claims to the property, it must be decided in favor of the present claimant, because the libellants had no lawful ground upon which to make the seizure.

Before the vessel and cargo can be condemned the libellants must prove the offence charged. They are the actors, and must show by good proof that their claim is legal.

THIRD.—*The claimants now before the court had a special property in the vessel and cargo, as the property of Pearce.*

1. The vessel is clearly proved to have belonged to Pearce. See proposition ante No. 4.

2. Booth, Ward and others had valid attachments under the laws of Rhode Island. See proposition ante No. 1.

3. Coggeshall, as Sheriff, made a legal levy. See do., No. 2. That he held continuous possession. See do., No. 3.

4. That the attaching creditors had a just debt is proved by the judgment rendered on the attachment in the Supreme Court in Rhode Island. R., p. 116.

5. They were in possession, which is evidence of title.

This shows a legal and valid claim on the part of the creditors against Pearce, which they had a legal right to pursue and make out of his property. The United States have no just grounds for preventing them from making their

money out of the same. They have a legal claim, and the United States have not.

This view of the case is presented, not because it is deemed among the matters rightfully before the court, but as an answer to arguments which are expected to be presented by libellants.

R. H. GILLET,
of Counsel for Coggeshall, Ward, Shepard & Booth.

JANUARY 22, 1865.

McGILL & WITHROW, Printers and Stereotypers, 500 E street Washington.

In the Supreme Court of the United States.

DECEMBER TERM, 1864.

No. 122.

[redacted]

THE BARK REINDEER, HER CARGO, &c., David M. Coggeshall, James E. Ward, Samuel Shephard, and Henry P. Booth, Claimants and Appellants. *vs.* THE UNITED STATES.	Appeal from the decree of the circuit court of the United States for the district of Rhode Island.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

[redacted]

TITIAN J. COFFEY,

Special Counsel for U. S.

IN THE SUPREME COURT OF THE UNITED STATES.

DECEMBER TERM, 1864.

No. 122.

THE BARK REINDEER, HER CARGO, &c., David M. Coggeshall, James E. Ward, Samuel Shephard, and Henry P. Booth, Claimants and Appellants,
vs.
THE UNITED STATES.

Appeal from the decree of the circuit court of the United States for the district of Rhode Island.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

On the 7th day of August, 1861, the United States district attorney filed, in the United States district court for the district of Rhode Island, a libel and information against the bark Reindeer, her tackle, apparel, furniture, &c., and goods and effects found on board thereof, in a case of seizure and forfeiture, alleging—

First. The fitting, equipment, and other preparation of said vessel within, and causing her to sail from, the port of New York, by a citizen or citizens, or resident or residents, of the United States, for the purpose of carrying on a trade in slaves, &c., within the terms and contrary to the provisions of the first section of the act of Congress of 22d March, 1794, &c.

Second. The employment and making use of the said vessel by a citizen or citizens of, or person or persons residing in, the United States, in the transportation or carrying of slaves, &c., within the terms and contrary to the provisions of the first section of the act of 10th May, 1800; and,

Third. The fitting, equipment, and other preparation of said vessel within, and causing her to sail from, the port of New

York, by a citizen or citizens of the United States, or other person or persons, for the purpose of procuring negroes, mulattoes, or persons of color, &c., to be held, sold, or otherwise disposed of as slaves, &c., within the terms and contrary to the provisions of the second section of the act of 20th April, 1818, &c.

And alleging that said bark arrived at the port of Newport, in the district of Rhode Island, on the 11th day of July, 1861, and was seized by the collector on the first day of August, 1861, and afterwards held by him at that place, &c.

A monition having issued from the district court, the bark, her tackle, &c., goods and effects, were attached and taken into custody by the United States marshal on the 7th of August, 1861.

On the 28th of August, 1861, Gregorio Tejedor, alleging himself to be owner of the cargo, and goods, and effects on board of the bark, and charterer of the bark, her tackle, &c., intervened for the interest of himself in the cargo and vessel, and made claim thereto as the same were attached, averring that he was in possession of the said vessel and cargo, &c., when they were attached, and that he was the true and *bona fide* owner of said cargo and charterer of said vessel. (Rec., p. 9.)

On the 2d of September, 1861, David M. Coggeshall, sheriff of the county of Newport, and Henry P. Booth and James E. Ward, Samuel Shephard, and Henry P. Booth, alleging themselves to be attaching creditors, filed a claim and answer, denying the statements and allegations of the libel, except that said vessel was, at the time stated, owned by a citizen of the United States, that she sailed from New York, and that she entered Newport on the 11th of July, 1861. They also aver that Coggeshall, as sheriff, on the 20th July, 1861, and again on the 26th July, 1861, seized and attached the said bark, her cargo, apparel, and furniture, by virtue of several attachments duly issued out of the supreme court of the State of Rhode Island; that, by virtue thereof, he then became possessed of said bark, &c., and cargo, and ever since has held, and yet holds, the same; that said processes have

not been set aside, &c., and, by reason thereof, insist that this court has no jurisdiction of the said vessel, her tackle, &c., and cargo. They also aver that the acts charged in the libel are stated to have been done at New York, and not within the district of Rhode Island, and, therefore, deny the jurisdiction, of the court. (Rec., p. 10.)

To all of which the district attorney duly replied. (Rec., p. 13.)

During the progress of the cause, the vice-consul of the Queen of Spain, at Boston, filed a claim, professing to intervene "for the government of her Catholic Majesty," and claiming the bark Reindeer, her tackle, &c., and the cargo on board of said vessel, as the property of Gregorio Tejedor, a Spanish citizen. (Rec., p. 14.) But no sufficient evidence appears that he was authorized to do this by the government of Spain, or that that government participated in the controversy in the court below.

On the 14th of October, 1861, the district court, having heard the evidence and arguments, decreed that the vessel, &c., her goods, lading, and effects on board, be condemned as forfeited, &c., (Rec., p. 128,) from which decree, Coggeshall, sheriff, and Booth, Ward and Shephard, appealed to the circuit court. Tejedor also prayed an appeal, but not having filed an appeal bond, did not take it. (Rec., pp. 129, 130.)

So far, therefore, as the interests and rights of Gregorio Tejedor are concerned, the decree of the district court is final, and cannot be here disturbed.

On application of both parties, the circuit court ordered a sale of the vessel, &c., and cargo, and, on the 20th of January, 1862, the marshal sold the vessel for the sum of $3,000, and the cargo for $7,756 52. (Rec., p. 133.)

On the 23d of September, 1862, the circuit court heard the case on the appeal of Coggeshall, Ward, Booth, and Shephard, and affirmed the decree of the district court, from which decree the said Coggeshall, Ward, Booth, and Shephard appealed to this court. (Rec., p. 133.)

This case, therefore, comes before this court neither on the claim or appeal of the alleged owner of the vessel, nor on the

claim or appeal of the alleged owner of the cargo, but on the appeal of certain persons who claim to have attached the vessel, &c., and cargo, at Newport, as judgment creditors of Pierre L. Pearce, of New York, the owner of the vessel, by virtue of process of attachment issued out of the supreme court of Rhode Island against said Pearce.

The facts on which their claim arises are as follows:

The bark Reindeer, Wm. H. Cunningham, master, then on the voyage, which we allege to have been to the coast of Africa for the purpose of engaging in the slave trade, was forced by stress of weather into the port of Newport, R. I., where she arrived on the 11th of July, 1861. (See Protest, Rec., pp. 107, 108.)

On the 27th of June, 1861, Pierre L. Pearce, of New York, confessed judgment to Henry P. Booth, in the supreme court, city and county of New York, for $11,128 56. (Rec., pp. 113, 114.)

On the 19th of July, 1861, after the arrival of the Reindeer at Newport, James E. Ward, Samuel C. Shephard, and Henry P. Booth, partners trading as James E. Ward & Co., of New York, the appellants in this case, issued a writ out of the supreme court of Rhode Island, at Newport, against Pierre L. Pearce, also of New York, for his arrest and, for want of his body, for the attachment of his goods, &c., to the value of $500. On the 20th of July, 1861, Sheriff Coggeshall returned that on that day he had attached the bark Reindeer and cargo, as per manifest, &c., of the goods and chattels of Pierre L. Pearce. The account for which this suit was brought was for $300 cash furnished Captain Cunningham, of bark Reindeer, to pay off crew, on 13th July, 1861, and $50 cash to Captain Cunningham, on 15th July, 1861, in all $350, advanced *after* the arrival of the vessel at Newport, and, on the 3d day of August term, 1861, the plaintiffs obtained judgment by default for $350, debt and costs, taxed at $9 90. (Rec., pp. 114, 117.)

The record shows no other attachment of the vessel or cargo than this one. The claim of the appellants against this vessel and cargo, by virtue of their attachment, amounts to $350 and

costs, with interest from August, 1861. It is to vindicate their right to this sum that they have appealed the case to this court.

Before this attachment was served on the vessel and cargo, possession had been taken of her by a custom-house officer by order of the collector of the port, and that officer was in actual possession of both vessel and cargo when the attachment was executed. She was then in the custody of the United States, and so remained, in fact, until vessel and cargo were sold by the United States marshal, by order of the circuit court, as above stated. (See testimony of Captain Charles Cozzens, deputy sheriff, who executed the attachment, Rec., pp. 84, 85.)

On the first of August, 1861, a few days before the libel was filed, the collector made formal seizure of the vessel for violation of the laws relating to the slave trade, by order of the district attorney. At that time the revenue officer who had taken possession of her before she was attached, still had her in custody. (Rec., p. 20.) The collector notified the keeper placed on board by the sheriff of the seizure, chained her up, and retained full possession until her sale. (Rec., pp. 20, 24.)

The facts in support of the allegations of the libel are as follows:

The bark Reindeer was a vessel of 248 tons, with one deck and three masts, 100 feet long, 35 feet 3 inches broad, and 11 feet deep, (Rec., p. 100,) being of the class of vessels so well known to be selected for their peculiar fitness for the slave trade. (See testimony of DeGraw, Rec., p. 47.)

She was owned by Pierre L. Pearce, of New York, and was commanded by William H. Cunningham, of the same place. Pearce, who was a ship chandler and commission merchant in New York (Rec., p. 15) during the winter of 1860–'61, had the vessel stripped, calked, resheathed, and refitted previous to her departure on the projected voyage. (Rec., p. 17.) She was also built with a rider—an arrangement for laying an extra deck. Although himself in that kind of business, Pearce found it convenient to employ James E. Ward & Co., of New York, (the claimants in this case, by virtue of their attachment

of the vessel and cargo as above stated,) to advertise and despatch her, they acting as his agents. (Rec., pp. 15, 18.) Under these auspices, she cleared and sailed for Havana on the 26th of January, 1861, (Rec., pp. 18, 19,) where she arrived about the 20th of February following.

J. E. Ward & Co. shipped on her to Havana, among other things, 14,700 lbs. of tasajo, or dried beef, and a box of hardware. (Rec., p. 122.) Her outward manifest exhibited, besides, twenty-two packages of hardware. (Rec., p. 108.) These are referred to because the manifest of her outward voyage from Havana exhibits large quantities of tasajo, and one bale and nineteen packages of hardware, (the character of of which will be hereafter noticed,) creating the suspicion that they are the same.

The shipping articles signed at New York, dated 26th of January, 1861, describe the bark Reindeer as "now bound from the port of New York to one or more ports in Cuba; from thence to one or more ports in Europe, if required, and back to a port of discharge in the United States, or from Cuba back to the United States." (Rec., p. 104.)

The crew-list appended shows the captain, two mates, and seven men, of whom four deserted in Cuba, whose places were there filled. (Rec., 101, 107.) The captain and the rest of the crew remained all the time with the vessel, and were on her when she arrived at Newport, showing the continuity of ownership and voyage.

The United States consul at Havana certified to the desertion of the four men, and the shipping of four others in their places. (Rec., p. 102.)

These last were shipped at Havana, "to go a voyage to Falmouth, from thence to one or more ports of Europe, and back to a port of discharge in the United States." (Rec., pp. 104, 107.)

Pearce, the owner of the vessel, arrived in Havana about the middle of March, and remained there until the 6th of May following. (Rec., p. 87.)

On the 22d of June, 1861, the Reindeer cleared at Havana "for Falmouth, England, and for orders." (Rec., p. 101.)

Having set sail from Havana on that day, the captain, in his protest, swears "that on Tuesday, the 2d day of July, 1861, at sea, in about latitude 31°, longitude 69°, during a squall, the ship was caught aback, and having gained stern-way, wrenched the rudder-head and carried away the foreyard, when, finding the ship unfit to perform the voyage, squared away for Newport, Rhode Island, where we [they] arrived at about 4 o'clock p. m., on Thursday, July 11." (Rec., pp. 107, 108.)

The location of the vessel, as above stated, when the captain was thus compelled to put into Newport, shows her to have been on the direct route to the west coast of Africa, where we allege she was bound. (See Manny's Geography of the Sea, and plate VIII.)

Immediately on her arrival at Newport, the collector, as already stated, placed a custom-house officer on board of her.

On the day after her arrival, the captain borrowed of T. & J. Coggeshall $30, to pay the crew; on the 15th July, $60, and on the 18th, $50, for the same purpose; making a bill, with other advances, of $186 83. The crew were then discharged, and have all disappeared, none of them being produced as witnesses by claimant, or otherwise accounted for. The captain drew a sight draft on Pearce, to reimburse T. & J. Coggeshall, *which Pearce paid.* (Rec., p. 112.)

The United States marshal was first informed of the character of the vessel on the 27th July, 1861. On the 28th July he received a warrant to arrest Captain Cunningham for being engaged in the slave trade, whereupon the captain, on that day, ran away from Newport before he could be arrested. (Rec., p. 23.)

That the real purpose of this projected enterprise, beginning at New York in the winter of 1860–'61, and ending thus unexpectedly at Newport, was to proceed to the west coast of Africa to engage in the slave trade, is very clear from many facts throughout the testimony:

1st. The vessel was evidently fitted, equipped, and otherwise prepared and caused to sail from New York to Havana with this ultimate purpose. Before starting, Pearce, her owner, had her stripped, calked, resheathed, and refitted, evidently for

a long voyage. (Rec., pp. 15, 17.) She was also built with a rider—an arrangement for laying an extra deck. (Rec., p. 65.)

Her crew were shipped, not for Havana, but for a voyage "from New York to one or more ports in Cuba, from thence to one or more ports in Europe, and back to a port of discharge in the United States, or from Cuba back to the United States." (Rec., p. 104.)

Pearce, although in the shipping business himself, employed J. E. Ward & Co. to put her up, and they advertised and despatched her as his agents. (Rec., pp. 15, 18.) Part of the cargo shipped by them to Havana was "one box" and "22 packages of hardware," and 14,700 lbs. of tasajo, or dried beef. (Rec., p. 122.) This was most suspicious, for "1 bale" and "19 packages of hardware," and "8,754 lbs. of tasajo," were found to be part of the cargo shipped from Havana to "Falmouth." DeGraw says (Rec., p. 96) that jerked or dried beef comes from Buenos Ayres, and is not an article of shipment from New York to Havana; Mason says (pp. 54, 55) jerked beef is imported into Cuba from South America, and largely used for feeding negroes, and is not produced in Cuba or exported from Havana; and Miller says (p. 65) that on the coast of Africa it has of late replaced rice, &c., to feed negroes on the coast and on board slavers. Mason says, (p. 55,) there is no exportation of hardware from Cuba, and it seems very probable that the hardware, afterwards found on the Reindeer at Newport was part of that shipped by Ward & Co. to Havana. Its peculiar character will hereafter appear. Although Ward & Co. shipped these articles, as appears by Exhibit U, (p. 122,) their shipping book, purporting to exhibit the names of all shippers of this cargo, does not contain their names as shippers, showing that it was falsely kept. (See extract from book, Ex. M., Rec., pp. 76, 77.)

The vessel was consigned to the house of Perez & Martinez, at Havana, (Rec., p. 74,) who afterwards shipped the cargo with which she left that port. Its fitness for the slave trade will also appear.

Pearce, who had gone to Havana, having sent an order to his clerk, Curtis, at New York, to ship certain stores for the

Reindeer at Havana, Ward & Co., on the 10th of May, 1861, shipped, in pursuance of that order, by the schooner B. Watson, a quantity of ship stores for the Reindeer. They were not manifested, and were not to be landed in Havana, but to be placed directly on the Reindeer. (Rec., pp. 16, 19.) This shows the continuing interest of Ward & Co. and Pearce in the voyage of the Reindeer; although on the 23d of March, Cunningham, captain, had, by charter-party, pretended to charter the ship to Tejedor for three years, for $8,500, who was to be at expense of provisions, &c. (Rec., pp. 122, 123.)

On the arrival of the vessel at Newport, Pearce treated the vessel, cargo, and whole enterprise as his own. This is proved, 1st, by his letter to the captain of 23d July, 1861, (Rec., p. 121,) directing the bills of lading to be forwarded to him; and 2d, by the payment of wages and expenses of the voyage. (Rec., pp. 112, 121.)

2d. The history of the vessel at Havana shows clearly that she was there in furtherance of the projected voyage to the west coast of Africa.

She laid at Havana from the 20th of February to the 22d of June, 1861. Pearce arrived there the 5th or 6th of March, and remained until the 6th of May. (Rec., p. 87.) It is stated by Martinez that he went there to sell the vessel; that he made a contract to sell her to Tejedor for $7,000, which Tejedor did not not carry out; but that on the *10th of May* Tejedor chartered the vessel, by charter-party, from Perez & Martinez, after Pearce had left Havana, for the sum of $8,500, of which Tejedor paid $4,000. Of this sum Martinez says $1,500 was for detention of the vessel from 23d of March until 10th of May. (Rec., pp. 88, 89.) A charter-party is produced, dated *23d March*, 1861, signed by Captain Cunningham, "on behalf of Pierre L. Pearce, owner of the said vessel, and Perez & Martinez, *according to instructions handed to them by said owners*," chartering the vessel to Gregorio Tejedor for three years, for which Cunningham acknowledges "to have received this day from Gregorio Tejedor" $8,500, giving Tejedor exclusive disposal of vessel, master, and crew, and right to place his own supercargo on board, he to bear all ex-

penses, pay all repairs, &c. (Rec., p. 123.) If this be an honest instrument, then Tejedor's control over the vessel, her movements, and crew was absolute for three years. And yet Martinez swears (p. 88) that this extraordinary charter-party was executed after Pearce left, and entirely without his knowledge, although it bears date before he left, and declares that it was made according to his instructions. It also shows the remarkable fact that Tejedor paid $1,500 more for the use of the vessel for three years than Pearce asked for the whole title, and nearly three times the amount for which the vessel sold at Newport.

These facts are presented by the claimants as showing the true position of the vessel when she started from Havana. It is evident that they are manufactured to conceal the real fact that Pearce had sent her to Havana for the purpose of completing her preparations for the slave-trading voyage in connexion with his confederates at that port, and proceeding thence to the coast of Africa, in further prosecution of that voyage.

The vessel laid at Havana over one month, according to the charter-party, and nearly three months according to Martinez, before Tejedor chartered her. She then laid until the 22d of June, over four months in all, before she renewed her voyage. During that time her captain and crew remained on board unchanged, drawing full wages, except that four of the crew deserted on the 21st and 23d of May, and their places were supplied by four others, the desertions being sworn to by the master, and reported to the United States consul at Havana, and the new men certified to as having been shipped by that officer on the 22d of June, 1861, the day the vessel left Havana. (Rec., p. 103.) And yet these proceedings, in clear recognition of the continuity of the voyage begun at New York under shipping articles there executed, occurred long after the pretended chartering of the vessel by Tejedor. The same captain and crew were on board when she arrived at Newport. (Rec., pp. 101, 102.)

Although Martinez fixes the 10th of May as the actual date of the charter-party, which is dated 23d of March, it is cer-

tain that Pearce neither before nor after the 10th of May considered the arrangement as a charter of the vessel. It is probable that the plan originally arranged to cover the joint enterprise involved both pretences of a sale to and a charter-party with Tejedor, the first of which, that of a sale, it became necessary to abandon on the trial of this case; for to assume that the vessel was sold to Tejedor would be to destroy the claim of Ward & Co., who had attached the vessel and cargo as Pearce's property. Hence we have the theory of a charter-party supported by the evidence of Martinez, who, to reconcile it with the pretence on which Pearce was acting, viz: of a sale to Tejedor, swears that although dated on the 23d of March, it was executed on the 10th of May. This was necessary, because on the 6th of May, Pearce writes to Perez & Martinez, referring to *the sale of the vessel* to Tejedor on the 20th of March last, and speaking of the whole of the *purchase-money* as past due. (Rec., pp. 123, 124.) But Pearce writes again on the 18th of May, acknowledging the receipt of $4,000 on account of the bark, transmitted on the 10th instant, the day of the pretended charter, and again on the 24th of May, when he must have had full knowledge that his vessel was not sold, but chartered, and in that letter he refers three times to the "purchase-money" due from Tejedor. He says, "Your Mr. Perez is well aware of the bargain that I made, and knows that the purchase-money, by average, is some time past due." (Rec., pp. 124, 125.) Again, on the 29th of June, Pearce writes Perez & Martinez: "Having letters before me, both from you and the captain, I find quite a discrepancy between you in regard to the transaction with Mr. Tejedor. * * * Perhaps I can remind you of the *terms of sale*, which were as follows: $4,000 to be paid in cash, $3,000 in ninety days, say $7,000, with the purchaser to pay the brokerage or commissions. I went out there to sell the bark, and I think that I understand my own business," &c. * * * "I feel under obligations to Mr. Reis for finding me *a purchaser*," &c. (Rec., p. 126.)

Whilst we do not assert nor believe that Pearce actually sold his vessel to Tejedor, it is quite certain from these let-

ters that he was acting on the theory of a sale, and not of a charter long after the date of that charter, whether it was the 23d of March or the 10th of May, and when his letters show that he had received information of all the facts as late as the 20th of June, two days before the vessel left Havana.

It is therefore evident that the claimants have attempted to conceal the true character of the arrangement under which the Reindeer left Havana, and to create the belief that she sailed under a charter-party, which was obviously false and fraudulent. What that arrangement really was may be inferred from the circumstances.

That it was not an honest charter-party is, as we have seen, proved by the fact that Pearce called it throughout a sale; by the fact that the pretended price paid for the charter for three years was $8,500, being $1,500 more than Pearce asked, and on the 29th June (Rec., p. 126) said he had received for the absolute title to the vessel; and by the fact that after the pretended charter, Cunningham and his crew continued on board in the same relations to the vessel which they held when she started from New York, shipping new men according to the same shipping articles, and under the auspices of the American consul.

That it was not a *bona fide* sale is proved by the fact that the claimants are afraid to call it a sale, by the unchanged relations of the captain and crew to the vessel, and by the conduct of Pearce when the vessel arrived at Newport.

If, as Pearce pretended before the vessel arrived, and was seized at Newport, he had sold it to Tejedor, why does Tejedor claim on the 19th of August, after the seizure, as charterer?

And if, as the claimants, since the seizure, pretend, Tejedor had chartered the vessel for three years, with such absolute control of her and responsibility of expenses, wages, &c., as the charter-party gives him, why did Pearce pay the wages of the seamen, and manifest so keen an interest in her expenses after her arrival at Newport? And, above all, why does Tejedor, on the decision of the district court against him, abandon the contest, and let Ward & Co. prosecute the appeal?

They have a standing in the case only by virtue of their alleged attachment of Pearce's interest. But if Tejedor chartered the vessel for three years, and paid therefor more than her value, their claim under Pearce must be subordinate to his right of possession and use for that period. He, therefore, and not they, if their pretence be true, would have been the party interested in preventing her forfeiture, and should have been the appellant. The force of this inquiry is increased by the fact that, in abandoning his appeal, he has also abandoned his claim to the cargo, which, upon their theory, is all his.

It is impossible to resist the conclusion that the arrangement at Havana, whatever it was, was simply designed to cover a joint enterprise for some undisclosed purpose, in which Pearce furnished the vessel, fitment, and crew from New York, and some party or parties at Havana, under cover of the name of Tejedor, furnished the cargo.

3d. The outfit, cargo, and pretended destination of the Reindeer from Havana, show that the enterprise on which she had started from New York, and which she was further prosecuting from Havana, was to the western coast of Africa, to engage in the slave trade.

Martinez swears that on her arrival at Havana, (20th February, 1861,) all her cargo from New York was delivered. He also says they (Perez & Martinez) loaded her afterwards for Tejedor; that everything was put on board with permits from the custom-house; that he got the permits himself from the custom-house in every instance; and that he was on the wharf when the goods were shipped to the vessel in the lighter, and saw every package put on board, (Rec., p. 81.) The list of cargo taken from the vessel shows a quantity of articles specially suited for the slave trade, *not on the manifest*, and, consequently, not put on board with permits from the custom-house. These are casks of high-colored paint, pickled fish, coarse salt, two barrels of lime, and four jars chloride of lime, cases of medicines, medicinal herbs and lint, coarse sponges, one demijohn of disinfecting fluid, 65 water pipes, part full and part empty, which appear to have been used as *fresh*-water pipes, and a quantity of flag-matting. (Rec., pp. 111, 112.)

Her manifested cargo is of the same criminating character, (Rec., pp. 101, 111:) 117 pipes rum, 65 half pipes rum, 16 pipes biscuit, 8,740 lbs. tasajo, or dried beef, a large quantity of which she had brought from New York; one bale of hardware, and 19 packages of hardware, wine, brandy, gin, candles, cigars, and 200 oars.

The peculiar fitness of these articles for the slave trade either in the purchase or support of negroes on board of a slave vessel, are well known and fully shown in the testimony. The resemblance of this cargo to that of the Kate, as proved by Thurber, (p. 34,) is striking. He says her cargo had 100 casks aguardiente rum, 85 water casks, 110 half bbls. rice, 30 iron kettles, extra lot of cooking utensils, 20 cases of candles, one lot of lumber, and a large assortment of stoves. See the testimony of Thurber (Rec., pp. 29, 38) and DeGraw (pp. 43, 51,) as to usual outfit of slavers; testimony of Dr. Turner, as to fitness of the medicines and medicinal herbs, disinfecting fluid, chloride of lime, &c., for vessel in slave trade, and unusual character of such supplies for an ordinary merchant vessel, (Rec., pp. 38, 42;) testimony of Mason, as to the fitness of cargo for slave purposes, derived from knowledge acquired in Cuba, (Rec., pp. 52, 59;) testimony of J. G. Miller, an officer of the navy, as to fitness of cargo for slave trade, derived from knowledge acquired on the coast of Africa, (Rec., pp. 59, 70.)

The testimony of these witnesses is much fuller than that given in any of the slave cases before the court, and is very impressive.

Part of the cargo consisted of casks and packages of saucepans, cooking pans, with covers, iron spoons, thirty mess or camp kettles, three casks, each containing iron chains from $\frac{1}{4}$ to $\frac{3}{8}$ of an inch in diameter, of such length that one or two chains occupied a cask, padlocks, and *mechats*, or war knives. On the ship's manifest these were innocently described as one bale hardware, nineteen packages hardware, (Rec., p. 111.)

All these articles are proved to be used in the slave trade. Mason says (p. 53) that he has seen these war knives, called

"*machetta*," put on board vessels sent from Cuba to the African coast for slaves. He has also seen similar mess or camp kettles on slavers. Thurber says the Kate had same number, (p. 34.) and Miller has seen them on slavers on African coast. The chains were long and suitable for chaining negroes, and could be fastened with padlocks. See Miller's description of manner of using them on the coast of Africa, (Rec., p. 63.)

It would be difficult to imagine how such a cargo as that found on the Reindeer could be accounted for, even on the slave-trader's usual theory of a lawful voyage to the African coast for palm oil, &c.; for there are portions of it, such as some above mentioned, which can have no use in any other than the slave trade, and which are as clearly indicative of the true purpose of the voyage as handcuffs and manacles would be.

How, then, is it to be vindicated as *a cargo to Falmouth, England?* for that was the alleged destination of the vessel. It can hardly be pretended that fresh-water casks, tasajo, bread, medicines, lime, nails, oars, summer overcoats, candles, and "hardware," especially such as long chains, padlocks, saucepans, iron spoons, camp kettles, and the amiable instruments called "machets," are usual or proper articles of export to an English town, especially from the island of Cuba. Indeed, the record shows that the claimant admitted that the cargo was not adapted for a voyage to England, (Rec., p. 21.)

But although the manifest declared, and the captain represented to the consul at Havana, and swore at Newport, that the vessel was bound for Falmouth, there is direct evidence, in corroboration of the presumption arising from the character of the cargo, that that destination was a false and pretended one, for she had also another pretended destination.

Marshal Sanford found on board the vessel a package purporting to be a sealed letter, containing, among other papers, the papers marked Exhibits I, J, and K, (Rec., pp. 23, 109, 110.) Captain Mason says (p. 55) that this package is the ordinary wrapper issued from the custom-house at Havana, upon what he calls a "sea letter." He says it is used for the protection of vessels against the examination of a man-of-

war at sea, and it is not to be opened by the captain, but only by an officer of the customs, or an officer of a man-of-war. This "sea letter," thus shown to be an official document from the custom-house, dated 22d June, 1861, the day of her departure, declares the destination of the Reindeer to be St. Antonio, (Ex. I., Rec., p. 109.) The other papers (Ex. J and K, Rec., pp. 109, 110) are custom-house permits for embarking certain articles on the vessel, one dated 22d May and the other 19th of June. Both declare her to be bound for St. Antonio, and both were obtained by Perez & Martinez, who loaded the vessel for Tejedor, and who are thus implicated in the double fraud practiced as to her destination. Captain Vaughan says (Rec., p. 25) that St. Antonio, which is one of the Cape de Verde islands, is in a direct line on voyage from Havana to western coast of Africa, about 40 to 45 days from Havana to Africa, and 30 to 40 days from St. Antonio to Africa. It is an insignificant port, and Mr. Miller says there are not people enough there to consume the Reindeer's cargo for a long time, (Rec., pp 70 and 25.) Captain Macy says (Rec., p. 21) that the cargo could not be a cargo for the Cape de Verde islands.

The manifest of cargo from Havana to Falmouth (Rec., p. 10) reports "two passengers, cabin," Don Pedro Garcia and Don Hato A. Pinto. These persons came with the vessel to Newport. Garcia, whom Captain Mason knew, (Rec., p. 54,) was formerly captain of a coasting vessel in Cuba. He told Mason (p. 56) that he had been to the coast of Africa after slaves, but was now a passenger. Pinto first told Mason he was on board as supercargo, which he afterwards repeated; but after he was arrested and put in jail, he denied that he was anything but a passenger. Martinez swears (Rec., p. 82) that there were two passengers on board, one of whom was to go as supercargo. A moment after he admits that on one copy of the charter-party Tejedor endorsed a declaration that the supercargoes, J. S. Pinto and Don Pedro Garcia, might represent him in every respect, as per charter, except not to sell and transfer, &c., his right; also to claim damages and losses, and in all and everything.

These persons, thus shown to have told falsehoods about their real position on board, and passing on the manifest as passengers, but being really the active managers of the voyage, were not produced as witnesses by the claimants, nor has their absence been accounted for. It may be here noticed that the captain's name was omitted on the sealed letter containing Exhibit I, (Rec., p. 57.) The natural inference is, that in an emergency the name of one of these Spaniards might have been inserted as captain.

This vessel also contained the great variety and quantity of stores which are a usual feature of slavers; had more than enough for two voyages to St. Antonio or to Falmouth, (Rec., p. 21.)

Among the significant articles found on board were maps of the west and south coast of Africa, where slaves are purchased, and a chart of the northern and southern coast of Cuba, where they are sold, (Rec., p. 21.)

Pierre L. Pearce, the owner of this vessel, in December, 1859, had become the owner of the bark Wildfire, a vessel caught with 535 slaves on board, and condemned at Key West; and in September, 1860, the grand jury of the United States district court at New York found a true bill against him for fitting out that vessel for the slave trade, which indictment is yet pending, (Rec., pp. 117, 121.) He was also the owner of other slavers. Although the admitted owner of the Reindeer, within a few days after her arrival at Newport he gave swift judgment, by refusing to allow appearance for him, to James E. Ward & Co., his agents in the beginning of her voyage, for cash advanced four days before, as she laid at Newport, to pay off her crew; and also to Booth, one of the same firm, so that, by attaching her as his property, they might, if possible, defraud the government of its right to enforce forfeiture, and defeat the claims of the law which he had violated. Nothing in this dark record discloses more palpably the criminal character of the enterprise than the shameless manner in which Ward & Co. have been thrust forward to protect and defend the interests of men who are kept behind the scenes by a natural fear of the criminal law.

All the slaver cases before this court exhibit one feature in common—the failure of the leading parties interested in the respective vessels or cargoes to appear and defend their interests. But in all of them, except this, some one of the parties, either in his own or an assumed name, as owner of vessel, appears and makes claim. Here, the owner of the vessel puts forward a creditor made for the occasion, and declines to appear himself, and the owner of the cargo abandons the contest in the district court. Not one of the original parties, unless, indeed, Ward & Co. be of them, is now in the case.

Neither have they produced the captain or any of the crew to explain the facts which bear so strongly against the enterprise. The only witness they have produced who knew of the real destination of the vessel—Martinez--has plainly perjured himself and thrown no light on the objects of the voyage. His testimony is remarkable, both for its statements obviously false, and its studious concealment of the purposes and destination of the voyage.

Convicted of a double fraud in the destination of the vessel, no attempt was made to show any other real destination. Nor is there a single fact in the case to sustain the presumption of an innocent enterprise. All the evidence points with irresistible force to these conclusions:

That she was fitted at New York and started thence to Havana by Pearce, with intent to send her from that port, in combination with other parties, on an expedition to the west coast of Africa to engage in the slave trade; and,

That at Havana that combination between Pearce and a party or parties there resident was effected, and by means thereof she was despatched on her voyage to the west coast of Africa for the purpose stated; that voyage being in further prosecution of the purpose with which, and in continuation of the enterprise on which, she had started from New York.

I.

LIABILITY OF VESSEL TO CONDEMNATION UNDER ACTS OF 22D MARCH, 1794, AND 20TH APRIL, 1818.

1st. The first section of the act of 22d March, 1794, (1 Stat. at L., 347,) and the second section of the act of 20th

April, 1818, (3 Stat. at L., 450.) subject to condemnation and forfeiture any ship or vessel which any citizen or citizens of of the United States, foreigner, or any other person or persons, shall, for himself, themselves, or any other person or persons whatsoever, either as master, factor, or owner, build, fit, equip, load, or otherwise prepare, within any port or place within the jurisdiction of the United States, or which he or they shall cause to sail from any port or place within the United States or its jurisdiction, for the purpose of carrying on any trade or traffic in slaves to any foreign country, or for the purpose of procuring from any foreign country the inhabitants thereof to be transported to any foreign port or place whatever to be sold or disposed of as slaves, or for the purpose of procuring any negro, mulatto, or person of color from any foreign country, to be transported to any port or place whatsoever, to be held, sold, or otherwise disposed of as slaves, or to be held to service or labor.

2d. If, therefore, Pearce, as owner, by himself or with others, or Cunningham, as master, by himself or with others, or these persons conjointly, fitted, equipped, or otherwise prepared the bark Reindeer within the port of New York, or caused her to sail from that port, for the purpose stated in the two acts referred to, the vessel was subject to forfeiture when she left that port, and might have been seized and condemned at any time before her arrival at Havana, provided the guilty purpose could have been proved. If the voyage from Havana, which was arrested by her seizure at Newport, was in further prosecution of the guilty purpose formed at New York, and under which she left that port, she was equally liable to seizure and condemnation under these statutes at any time after she left Havana. In other words, she had violated the statutes and subjected herself to seizure from the moment her fitment, equipment, or other preparation at New York had reached a stage to indicate satisfactorily its purpose.

This court has settled that "it is the preparation of the vessel and the purpose for which she is employed that constitute the offence and draw after it the penalty of forfeiture. As soon, therefore, as the preparations have progressed so far

as clearly and satisfactorily to show the purpose for which they are made, the right of seizure attaches." (The Emily and Caroline, 9 Wheat., 381; The Plattsburgh, 10 Wheat., 133 U. S. Gooding, 12 Wheat., 460.)

3d. If, then, she left New York for the purpose of engaging in the slave trade, forfeiture attached to the vessel before she reached Havana, and the delay of the voyage, unlading of her cargo, subsequent lading with a cargo better fitted for the slave trade, and the pretended transfer of the control of her to the alleged owner of the cargo, all occurring at that port, followed by her departure therefrom, with the same owner, captain, and (substantially the same) crew, under the original shipping articles, did not break the continuity of the original voyage, or relieve her from that forfeiture.

In the case of the Plattsburgh, (10 Wheat., 133,) singularly like the present in its facts, the vessel had started from Baltimore with an innocent cargo, and reached St. Jago, in Cuba, where the cargo was unladen and the vessel alleged to have been sold to a Spanish subject, the negotiations having been conducted by the consignee of the vessel. After the ostensible sale, the vessel underwent repairs, and was, in due form, made a Spanish ship, with Spanish documents, and the usual preparations were made and the usual passports obtained to equip her for a slave voyage to the coast of Africa under her new owners. The original crew was apparently discharged, but the captain, two mates, and six or eight of the men, and a man named Stark, who had represented the American owners in the original voyage and in the sale, remained on board and accompanied the vessel to the coast of Africa, where she was captured, she being then under the nominal command of a Spanish captain. This court held that under the act of 1794, the unlawful enterprise had its origin in Baltimore, and forfeiture then attaching, the pretended transfer and the commencement of the new voyage from Cuba was not sufficient to break the continuity of the original adventure and relieve her from the forfeiture.

The case of the Reindeer is much stronger than the Plattsburgh in all the proofs that the original enterprise was pro-

jected in this country, and that the voyage on which the seizure occurred was a continuation of that enterprise, and in the fact that no change of the American ownership of the vessel is alleged.

II.

HER LIABILITY UNDER THE ACT OF 10TH MAY, 1800.

1st. The first section of the act of 10th May, 1800, (2 Stat. at L., 70,) subjects to forfeiture and condemnation any right or property directly or indirectly belonging to any citizen of the United States, or other person residing within the United States, in any vessel employed or made use of in the transportation or carrying of slaves from one foreign country or place to another.

2d. If, therefore, Pearce was the owner, as is admitted, of the Reindeer at the time of her seizure, she is liable to condemnation as his property, even if the voyage from Havana were not a continuation of the original voyage from New York to that port, but an entirely new enterprise projected at Havana by the alleged charterer of the vessel, provided it be satisfactorily established that in the new enterprise she was employed or made use of in the transportation or carrying of slaves from one foreign country or place to another. And if the vessel were so employed under the act, she will be forfeited even though the owner be innocent. (U. S. *vs.* Brig Adhel, 2 How., 210, see page 233.) That a captain has a right to charter a vessel in a foreign port, see Abbott on Shipping.

See U. S. *vs.* La Jeune Eugenie, 2 Mason, 409, as to necessity of foreign claimant, who sets up title from American owners, showing by affirmative evidence that the case has no admixture of American property.

3d. Under the first section of the act of 10th May, 1800, the vessel is liable to forfeiture, as being employed or made use of in the transportation or carrying of slaves from one foreign country or place to another, if she be employed in the business of the slave trade, even though she has not reached her destination and has not taken slaves on board. (The Alexander, 3 Mass., 175; U. S. *vs.* The Catharine, 2 Paine, 721; U. S. *vs.* Morris., 14 Pet., 464.)

III.

GUILTY PURPOSE OF THE VOYAGE.

Whether the case made out against the Reindeer be considered as it stands on the counts of the libel under the acts of 1794 and 1818, or on the counts under the act of 1800, she was rightly condemned, provided it be satisfactorily proved that her voyage, at any stage, was prosecuted with the guilty purpose of engaging in the slave trade.

The *purpose* of the voyage is, therefore, the main question in the case. In reaching a conclusion as to what that purpose was, the following propositions are submitted :

1st. The evidence fully and satisfactorily proves that at the time the Reindeer was diverted into the port of Newport from the course of her voyage, she was fitted out and laden in exact accordance with the requirements of the slave trade, and that she was actually sailing on the direct route from Havana to the west coast of Africa, where that trade is prosecuted. These facts suggest and sustain the reasonable suspicion that her destination and purpose were to engage in that trade. They therefore establish probable cause for her seizure.

2d. This reasonable suspicion is not repelled or weakened in this case by any evidence that she was fitted out and cleared for a port where lawful trade is carried on in such articles as constituted her cargo, when captured; but, on the contrary, it is greatly strengthened by the fact that she had cleared for a destination which is admitted to have been false, with a cargo utterly unfitted for that destination, and that by the additional fact that she had also, for certain contingencies, an official "sea letter," representing her destination to be another port, for which her cargo was also utterly unfitted.

3d. The whole case discloses a state of facts so entirely inconsistent with the innocence of this vessel and cargo, in the projected enterprise, that the strong suspicion of guilty purpose, founded on her equipment and lading, the direction in which she was sailing, and her false and fraudulent destination, is raised to a clear and satisfactory conviction of that guilty purpose. These facts have already been stated.

4th. The evidence of guilty purpose in the arrested voyage completely overbears any presumption of innocence to which the voyage might be entitled, *and of itself* subjects the vessel to forfeiture, unless the claimant can restore such presumption of innocence by explanatory evidence, which will destroy its force.

5th. But the failure of the claimant to furnish such explanatory evidence, that evidence being peculiarly within the reach of the claimant of the cargo and of the attaching creditors who represent the owner of the vessel, greatly strengthens the force of the inculpatory evidence, and gives it the character of clear and satisfactory proof.

In the Emily and Caroline, 9 Wheat., 381, this court said, "There was no attempt whatever to explain the object of these peculiar fitments, or to show that the destination of the vessel was other than that of the slave trade. We may, *therefore*, safely conclude that the purpose for which these vessels were fitting was the slave trade," &c.

(See also 1 Stark. Ev., 34, 35; Taylor *vs.* Riggs, 1 Pet., 596; Wills on Circumstantial Ev., 86, 41 Law Lib., 40; Rex *vs.* Burdett, 4 B. & A., 140; The Josefa Segunda, 5 Wheat., 338; U. S. *vs.* Catharine, 2 Paine, 747; U. S. *vs.* Kate, Man. Op., Judge Betts; 1 Greenl. Ev., 37, cited at length in brief of the "Sarah.")

These principles are especially applicable in cases where the question is one of *intention*, to be ascertained from acts and preparations, all of which were carefully moulded and directed so as to conceal that intention and give the transaction the semblance of a different one. The party alleging a guilty intention is necessarily compelled to extract evidence of it from acts and preparations expressly designed to conceal it, and to rely on such facts of suspicious aspect as accident, carelessness, or the natural incongruity between truth and falsehood, may develope. Where the guilty purpose is hidden under the guise of a lawful enterprise, with such skill and adroitness as the slave-traders are well known to have exhibited, those suspicious facts are apt to be few and insignificant. When they *are* discovered and proved, their ordinary force

ought to be greatly strengthened by the failure of a party on whom they are fastened to make full and frank explanation of them. And the force of such suspicions will increase in proportion as their explanation is easy to the party.

In this case, many prominent facts quite inconsistent with an innocent purpose mark every stage of the enterprise. The government cannot explain them away, because the evidence of their real character is not within its reach, it having been in many instances withheld, suppressed, or removed by the parties interested in defeating the forfeiture of vessel and cargo, and the whole transaction having been kept out of those channels of commercial operations in which its real history and purposes might have been ascertained and proved.

The claimant of the cargo, who of all men knew the purposes of the voyage, and, if they had been innocent, might have triumphantly proved it, having utterly failed to do so in the court below, has prosecuted no appeal from the decree which condemned his property, but abandoned the contest. So far, therefore, as the cargo is concerned, the allegations of the libel must be taken as true.

The attaching creditors of Pearce, who appear here as claimants of the vessel, had equal means of ascertaining and explaining the real purposes of the enterprise, for not only were they the agents who shipped the original cargo, but their obviously intimate if not criminal relations with Pearce, enabled them to obtain all the testimony necessary to throw light on the objects of the voyage. But they, too, prefer to rest their claim on the mysteries which surround the case, rather than to expose it to thorough examination.

We therefore insist that even if these facts, inconsistent with an innocent purpose, were in this case far less numerous and impressive than they are, this misconduct would entitle them to the weight of satisfactory proof.

IV.

NO APPEAL FROM DECREE CONDEMNING CARGO.

It appears clearly in the case that Pearce had no interest in the cargo, but that it belonged to Tejedor, who made claim

to it in the district court, these facts being proved by Martinez, the witness of the claimants. (Rec., pp. 81, 87.) Tejedor not having appealed from the decree of the district court condemning the vessel and cargo, that portion of the decree which condemned the cargo must be taken as final, and cannot now be disturbed by this court. Whatever may be the rights of Ward & Co., as attaching creditors against the vessel, they have none against the cargo, even if the voyage were wholly innocent, for their attachment could only reach the property owned by Pearce, and they have proved that he had no interest in the cargo. The only question before this court, therefore, is as to the predicament of the vessel, her tackle, &c.

V.

CLAIM OF THE APPELLANTS AS ATTACHING CREDITORS OF PEARCE.

The sheriff of Newport, and Henry P. Booth, and Ward & Co., the appellants, claim both vessel and cargo, upon the ground that, before the marshal had served the monition in this case, they had attached the vessel and cargo as the property of Pearce.

They deny the jurisdiction of the court below on two grounds:

1st. Because the vessel and cargo having been, as they allege, at the time the monition was served, in the custody of an officer of a State court, that custody and jurisdiction were exclusive, and there could be no concurrent jurisdiction; and

2d. Because the offence having been committed, if at all, in the district of New York, the vessel was amenable to that jurisdiction only.

To which we answer—

I. *The district court had jurisdiction, notwithstanding the alleged attachment.*

First. The forfeiture of the Reindeer attached at the time of the commission of the statutory offence, which subjected her to forfeiture, thereby, *eo instanti*, divesting the title of the

owner, and vesting it in the government. Pearce had therefore no interest to attach, and the alleged attachment was a nullity.

A forfeiture *made absolute by statute* relates back to the time of the commission of the offence which induced it, taking date therefrom, and not from the date of the judgment. (U. S. *vs.* Grundy, 3 Cranch, 338; U. S. *vs.* 1,960 bags of coffee, 8 Cranch, 398; U. S. *vs.* Mars, [affirming last case,] 8 Cranch, 417; Gelston *vs.* Hoyt, 3 Wheat., 246; certain logs of mahogany, 2 Sum., 589; The Florenzo, 1 Blatch. & How., 52; Caldwell *vs.* U S., 8 How., 366; Fontaine *vs.* Phœnix Ins. Co., 11 Johns., 293; Roberts *vs.* Whetherell, 1 ~~Salk.~~ Salk., 223; same *vs.* Wetherhead, 12 Mod., 92; Wilkins *vs.* Dispard, ~~5 Tenn., 112~~; Conklin's Treatise, 331, ed. 1842.)

5 Mod. 193
5 Term, 112

The forfeiture under the acts of 22d March, 1794, of 10th May, 1800, and 20th April, 1818, *is* absolute.

Second. Possession by the sheriff under civil process from a State court will not prevent the operation of the laws of the United States in *cases of forfeiture*, or oust the admiralty jurisdiction of the United States courts. (The Florenzo, 1 Blatch & How., 52; Taylor *vs.* Carryl, 20 How., 609, Taney, C. J.; certain logs of mahogany, 2 Sum., 584.)

In the last-named case Judge Story said: "No doubt can exist that a ship may be seized under admiralty process for *a forfeiture*, notwithstanding a prior *replevin* or *attachment* of the ship then pending."

If the doctrine of the claimants be true, then the penal laws of the United States relating to revenue, navigation, the slave trade, &c., will, by means of collusive attachments, be rendered null and void, of which no more striking example can be furnished than this case affords.

Third. No case can be found sustaining the proposition of the claimants in cases *of forfeiture*. Taylor *vs.* Carryl, 20 How., and the cases therein cited, refer solely to maritime liens, such as seamen's wages, claims for collision, &c., where the State and federal courts generally have concurrent jurisdiction. That Taylor *vs.* Carryl does not refer, and is not intended to refer, to cases of forfeiture, see dissenting opinion of C. J. Taney, page 609.

Fourth. The sheriff, in fact, exercised no control of the vessel after the service of the monition. The marshal removed the cargo, and, as he swears, had exclusive jurisdiction.

II. *The libel was properly filed in the district of Rhode Island.*

The district court of the district where the seizure is made has exclusive jurisdiction. (Brig Little Ann, 1 Paine, 40; U. S. *vs.* The Betsey, 4 Cranch, 452; Keene *vs.* U. S., 5 Cranch, 310; The Bolivia, 1 Gall., 75; The Abby, 1 Mass., 360.)

The first section of act 22d March, 1794, under which this vessel is libelled, declares that such vessel "shall be liable to be seized, prosecuted, and condemned in any of the circuit courts *or district court for the district where the said ship or vessel may be found and seized.*"

[redacted] BATES,
[redacted] *Attorney General.*

TITIAN J. COFFEY,
Special Counsel of U. S.

No 211 Coleman vs The Hudson River Bridge Co

No 6.
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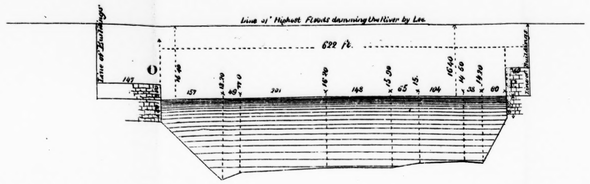
at Nucella Street.



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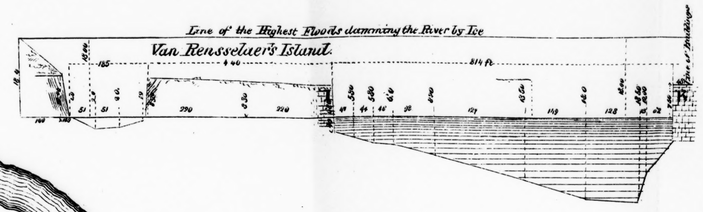

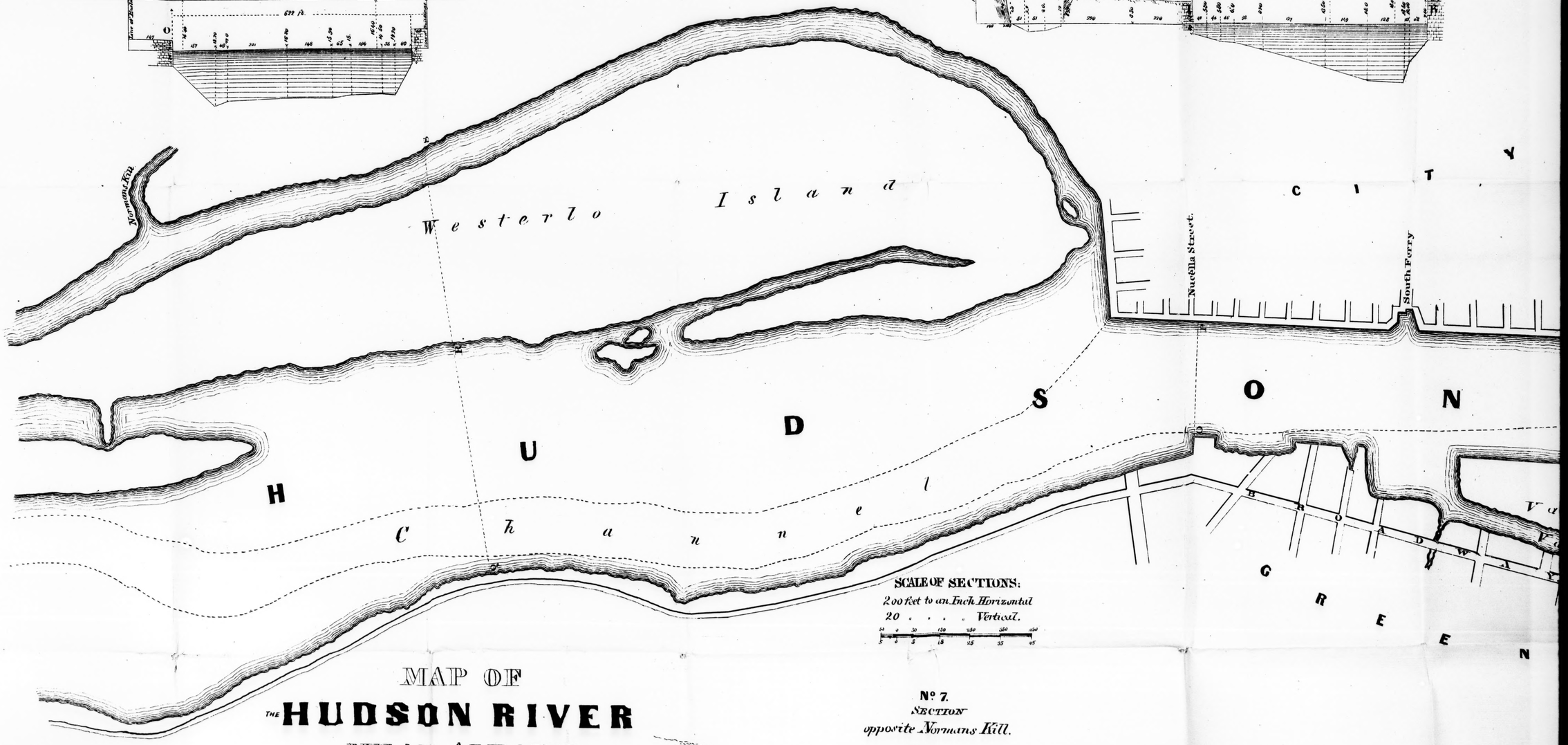

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20 . . . . Vertical.

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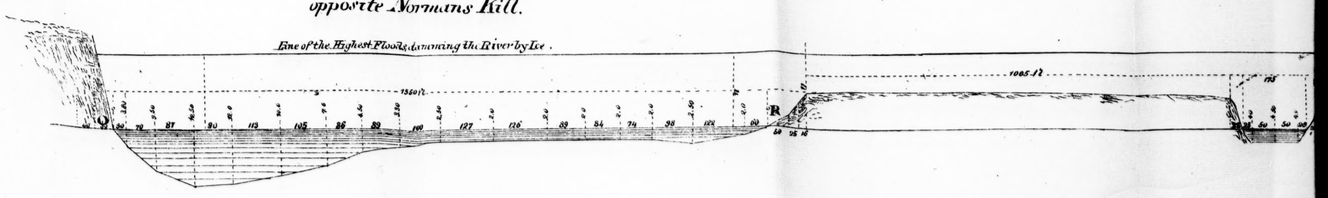
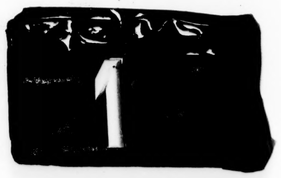
SECTION
opposite Normans Kill.



MAP OF
THE HUDSON RIVER
NEAR ALBANY.
Shewing the Location of the
PROPOSED BRIDGE,
also Cross Sections at several Places
above and below the same

PREPARED FOR THE DIRECTORS
OF THE Hudson River Bridge Company.



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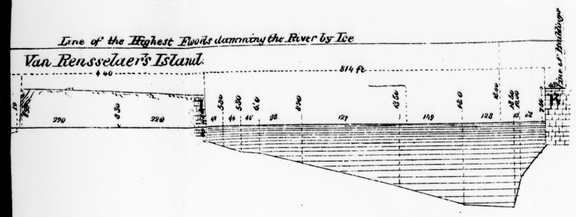

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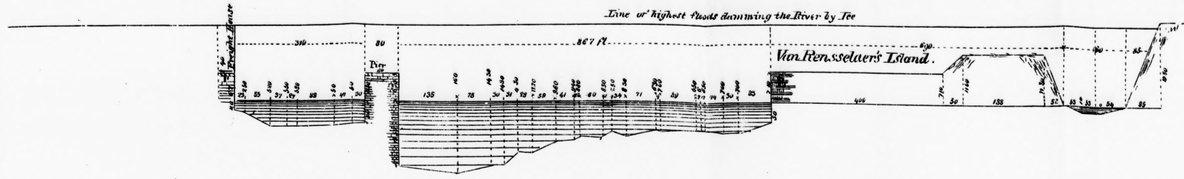

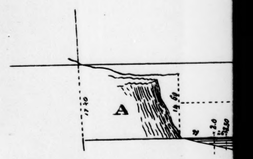

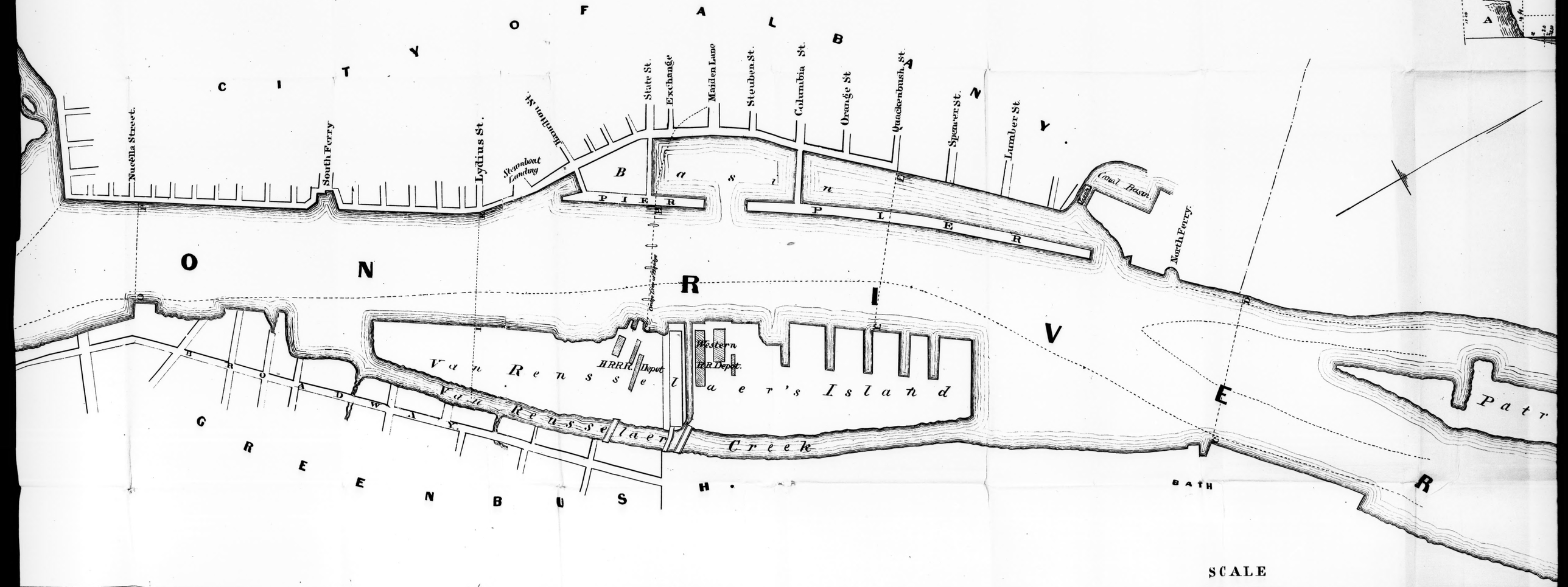

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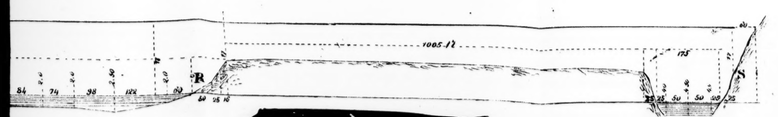
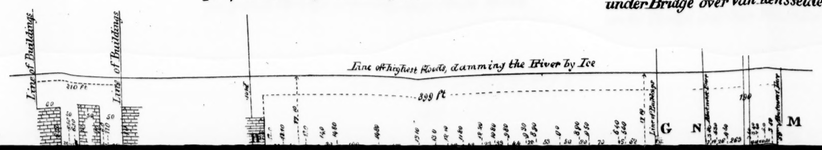


SECTION
at Hamilton St. Bridge.

No 1.
SECTION
at
proposed Bridge crossing near State Street.

SECTION
under Bridge over Van Rensselaer Creek



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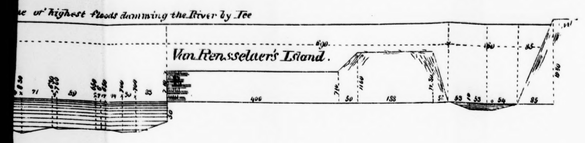

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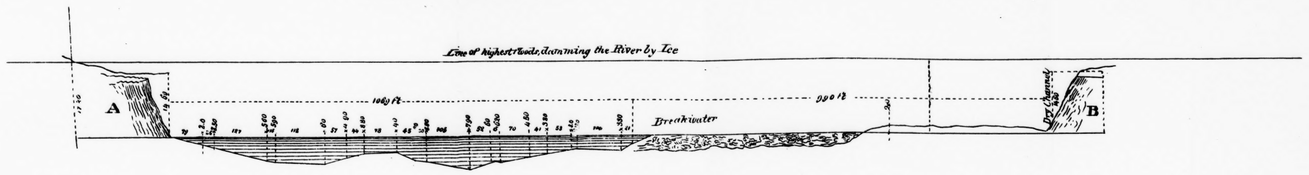

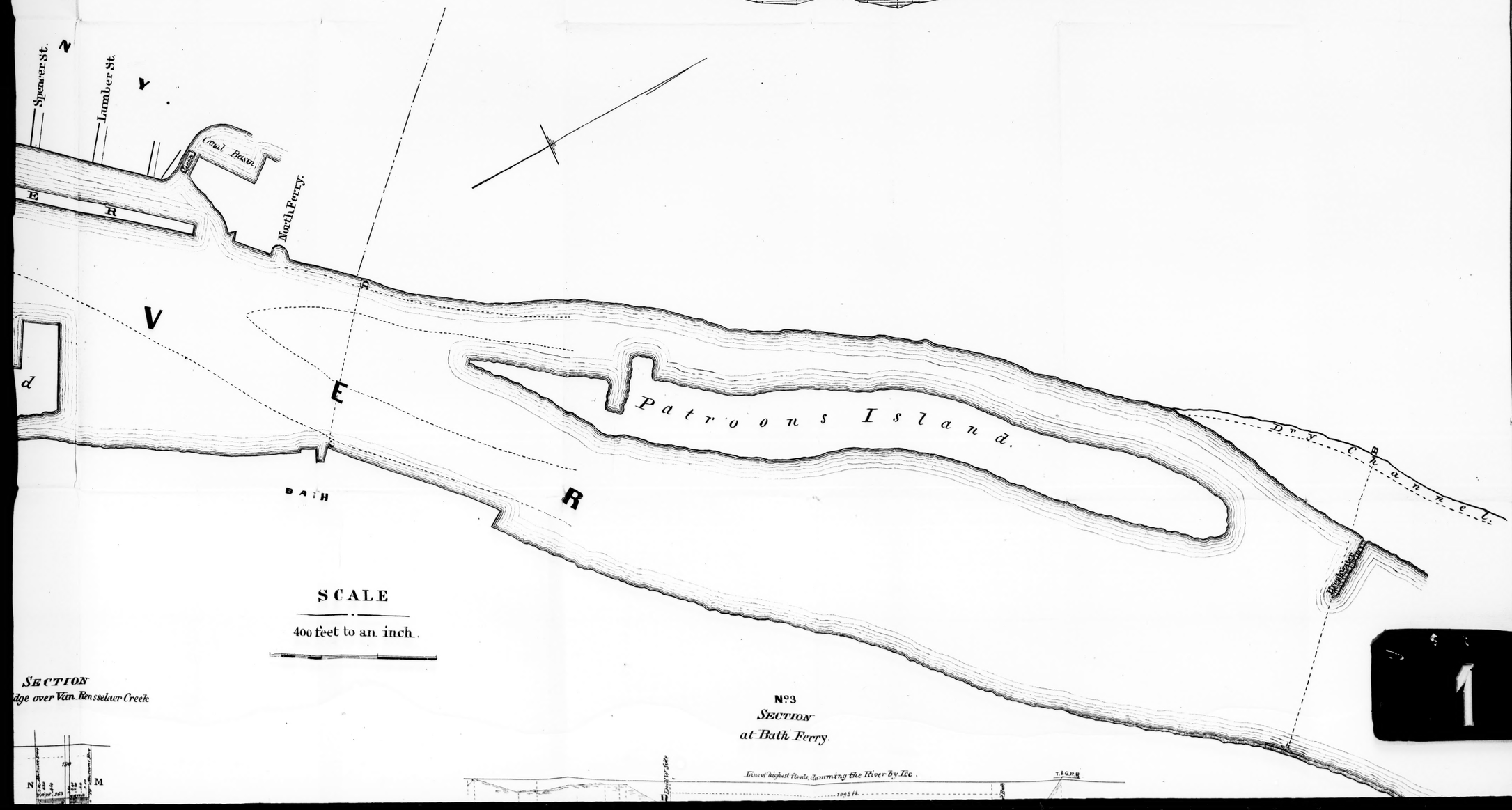

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at Bath Ferry.

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No 4.

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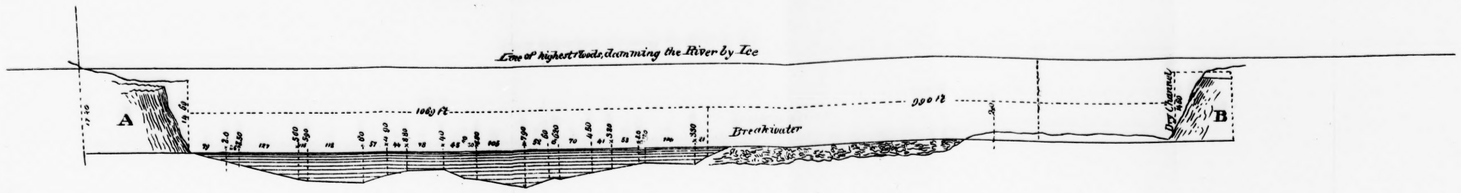
at Head of Patroon's Island



Spencer St.

Lumber St.

Canal Basin.

North Ferry.

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Patroons Island.

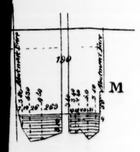
Dry Channel

SCALE

400 feet to an inch.

…ECTION

…over Van Rensselaer Creek



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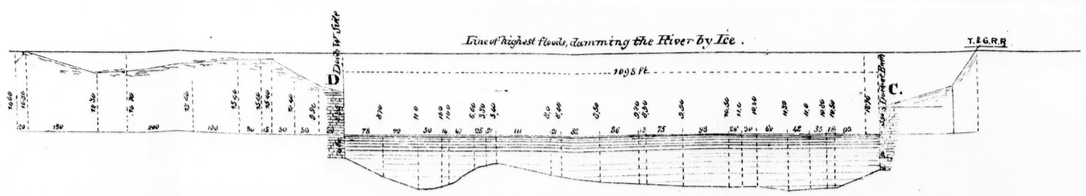
SECTION

at Bath Ferry.



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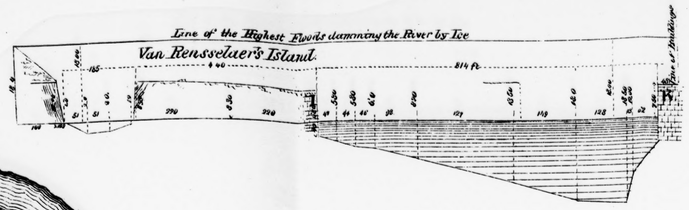

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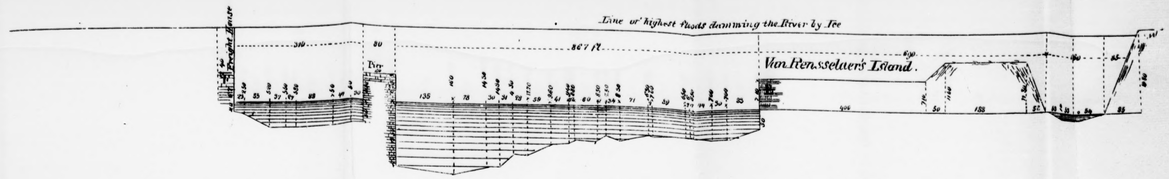

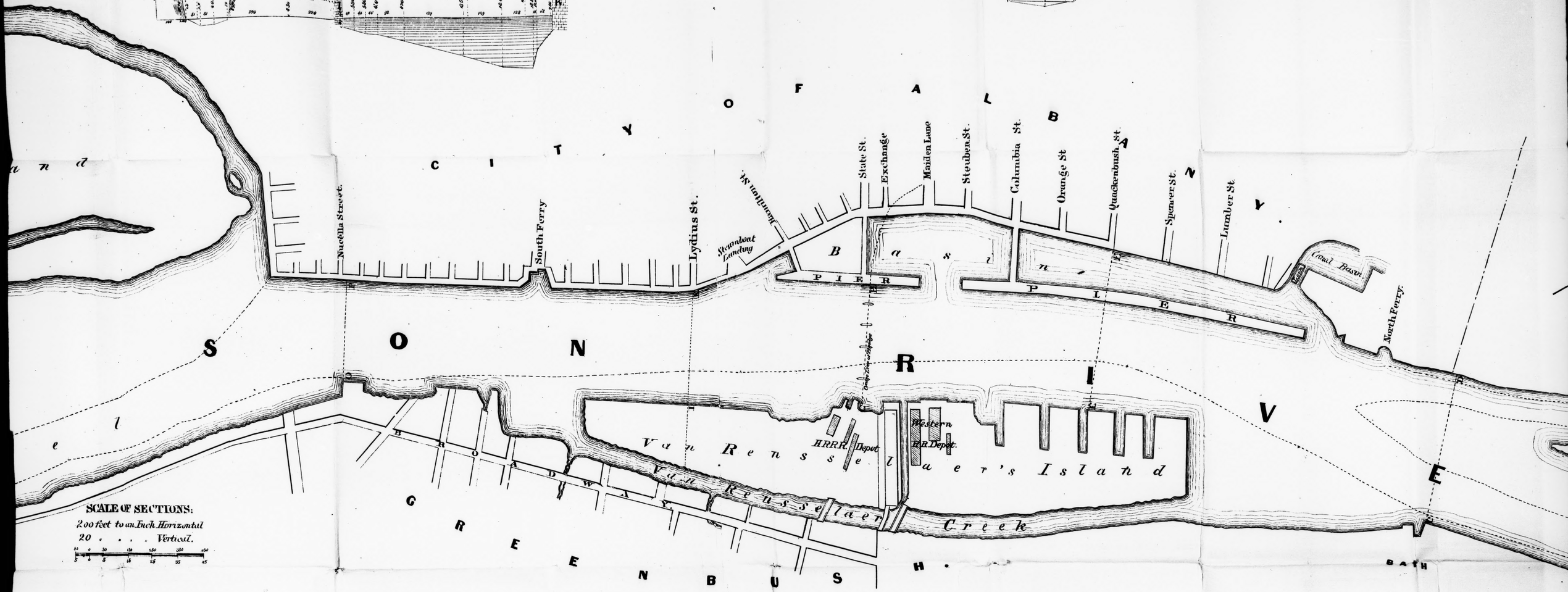

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20 . . . . Vertical.

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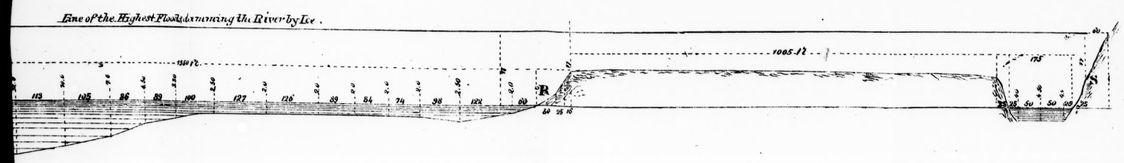
opposite Normans Kill.



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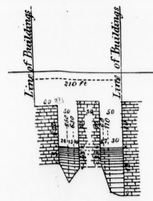

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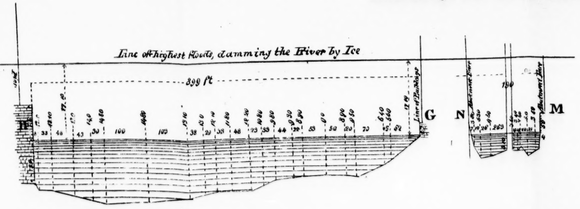

SECTION
under Bridge over Van Rensselaer Creek

SCALE
400 feet to an inch.

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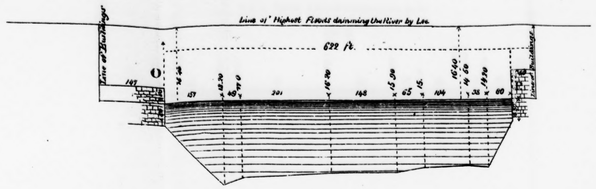
at Nucella Street.



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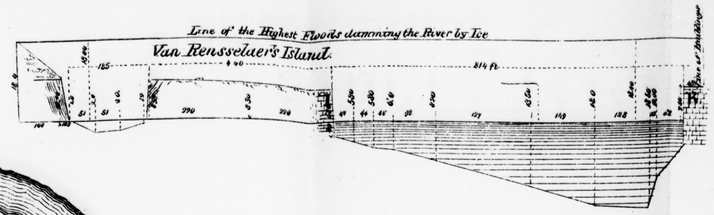
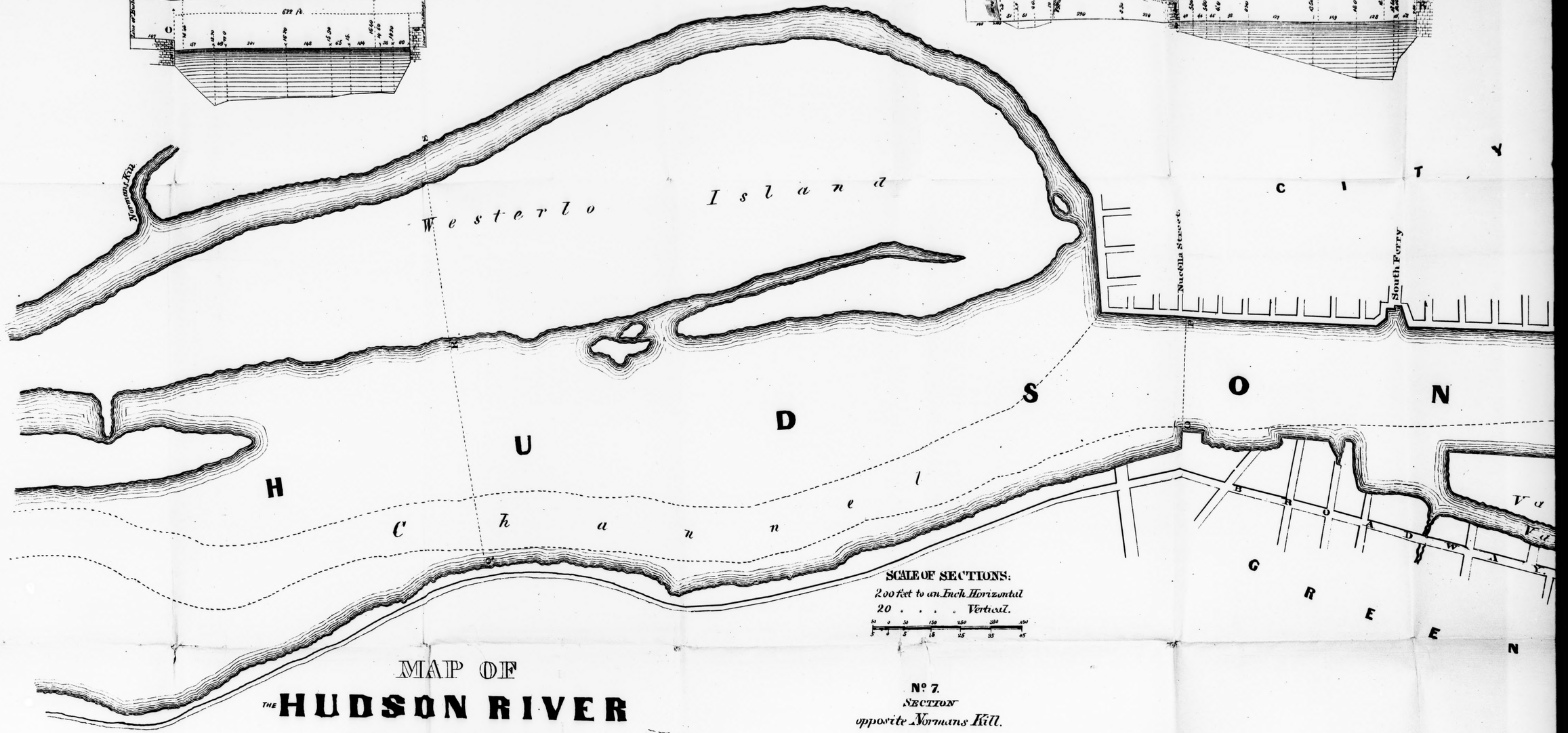




SCALE OF SECTIONS:
200 feet to an Inch Horizontal
20 . . . . Vertical.

MAP OF
THE HUDSON RIVER
NEAR ALBANY.
Shewing the Location of the
PROPOSED BRIDGE,
also Cross Sections at several Places
above and below the same

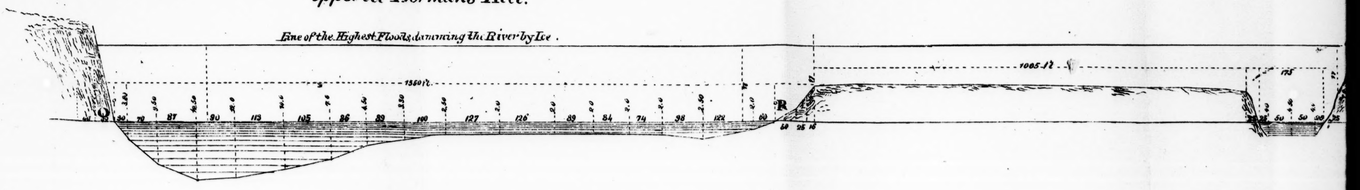
PREPARED FOR THE DIRECTORS
OF THE
Hudson River Bridge Company,
AT ALBANY.

by

Geo. E. Gray, C. E.

November 4th 1858.

No 7.
SECTION
opposite Normans Kill.



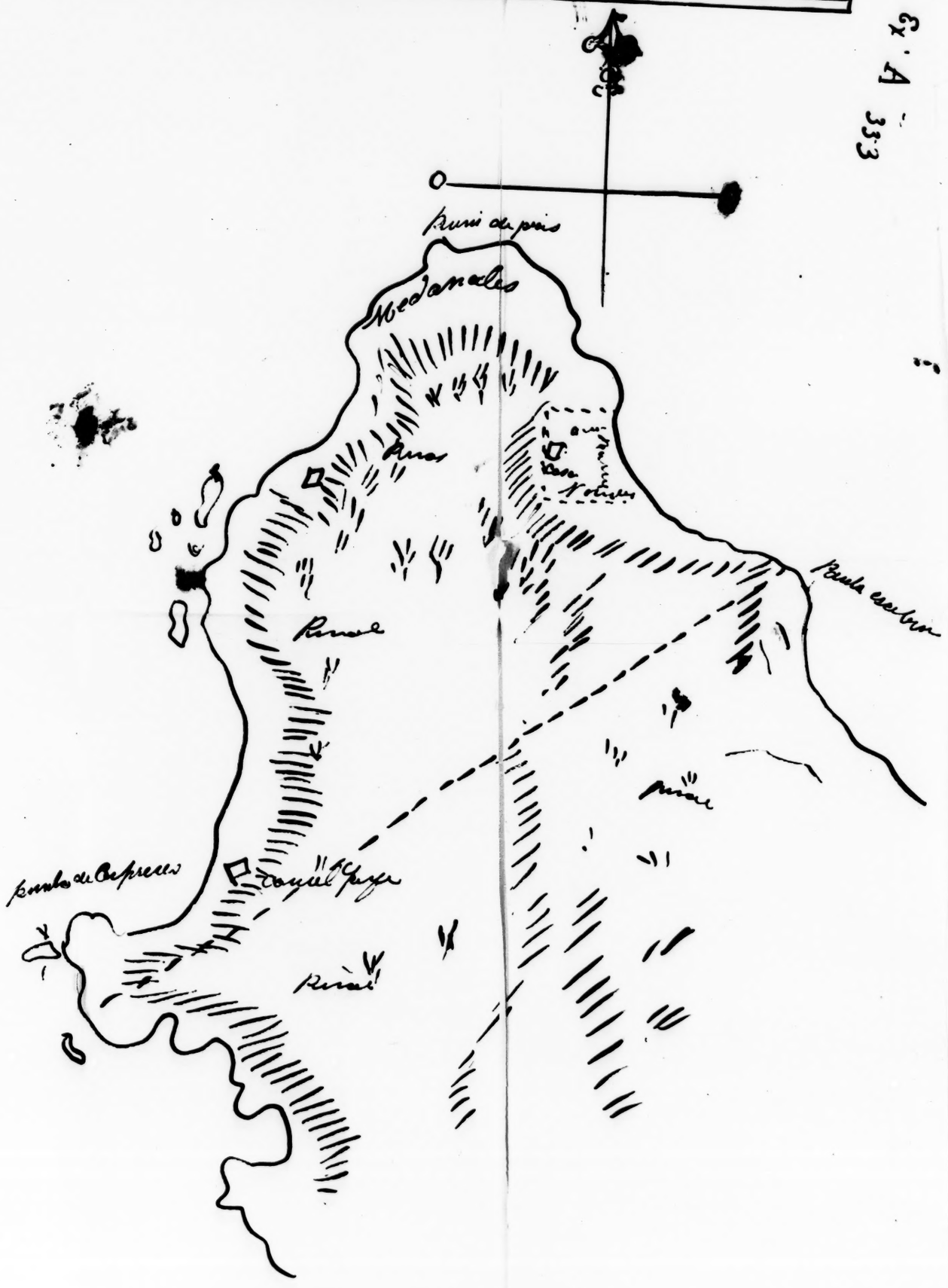
Nº 294- U. S. A. de Gran. et ab. - page 10

Map 9

escala de una legua de 3000 Sts

5. NK

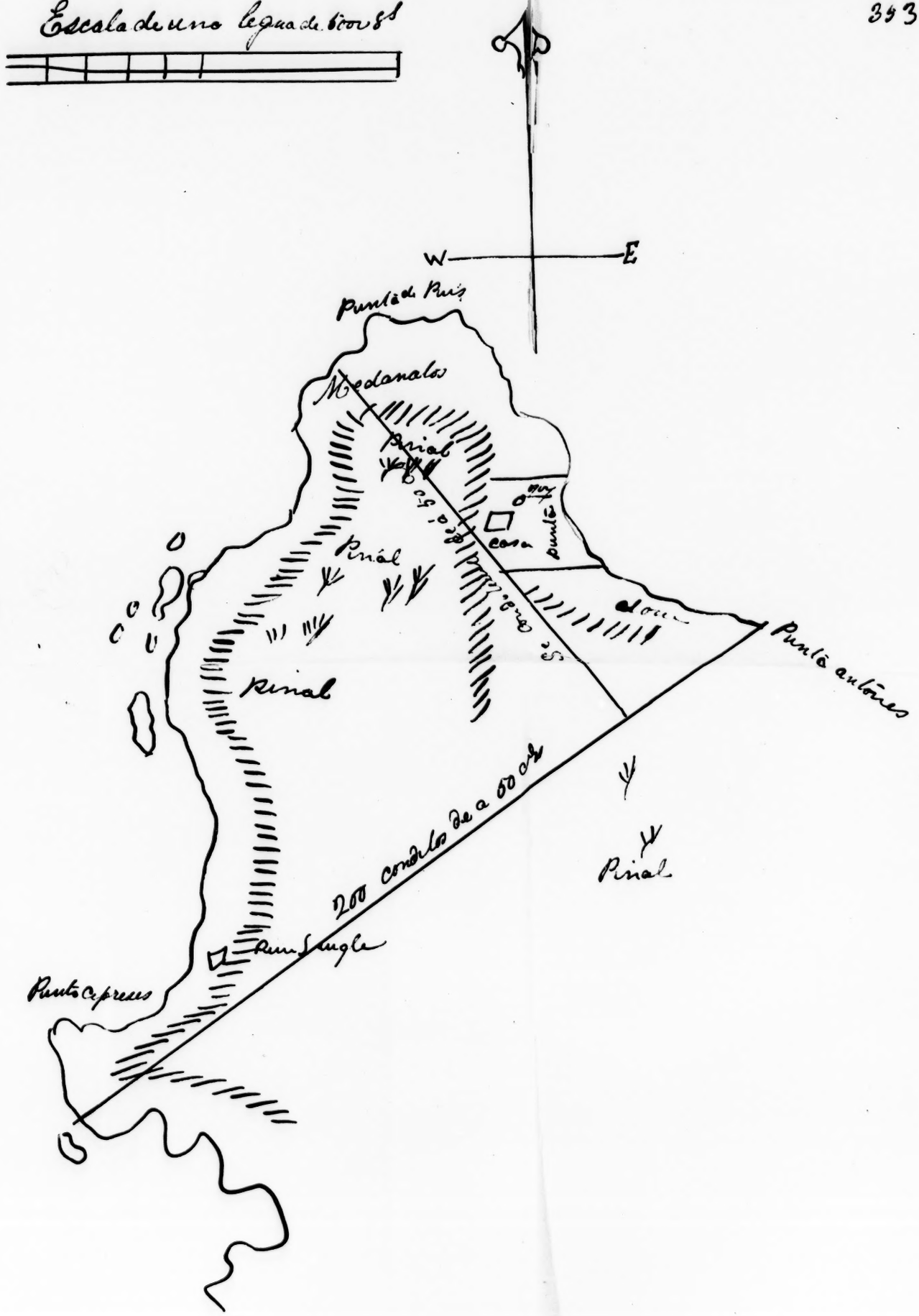
Ex. A 353



No: 294- U. S. vs de Gran.
page 28.

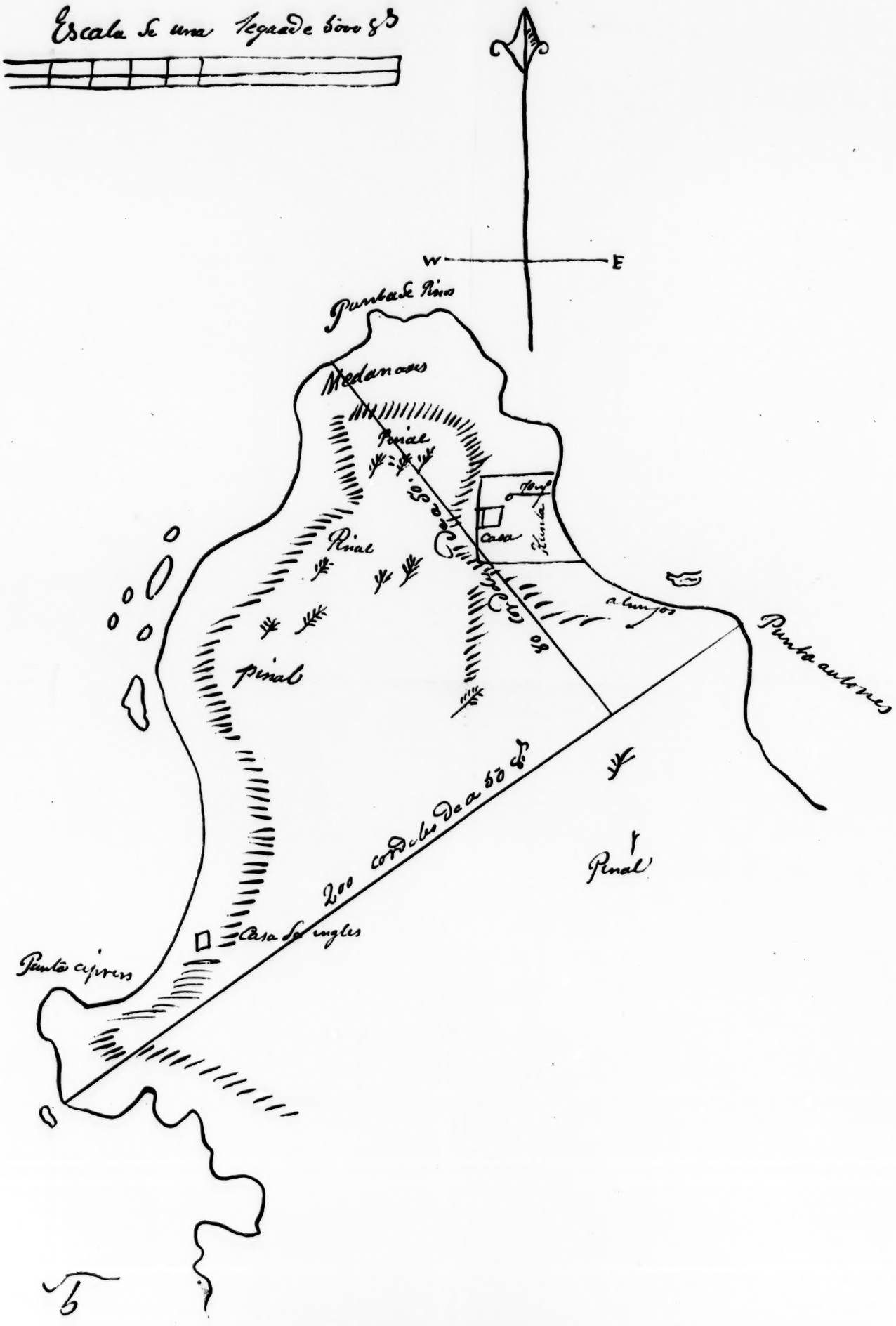
N° 6 D map 10 Annex to Dep. Juan Gonzales
393

Escala de una legua de 6000 Sts



N°294 – US vs de Grau et al
page 80

N°. 6 D

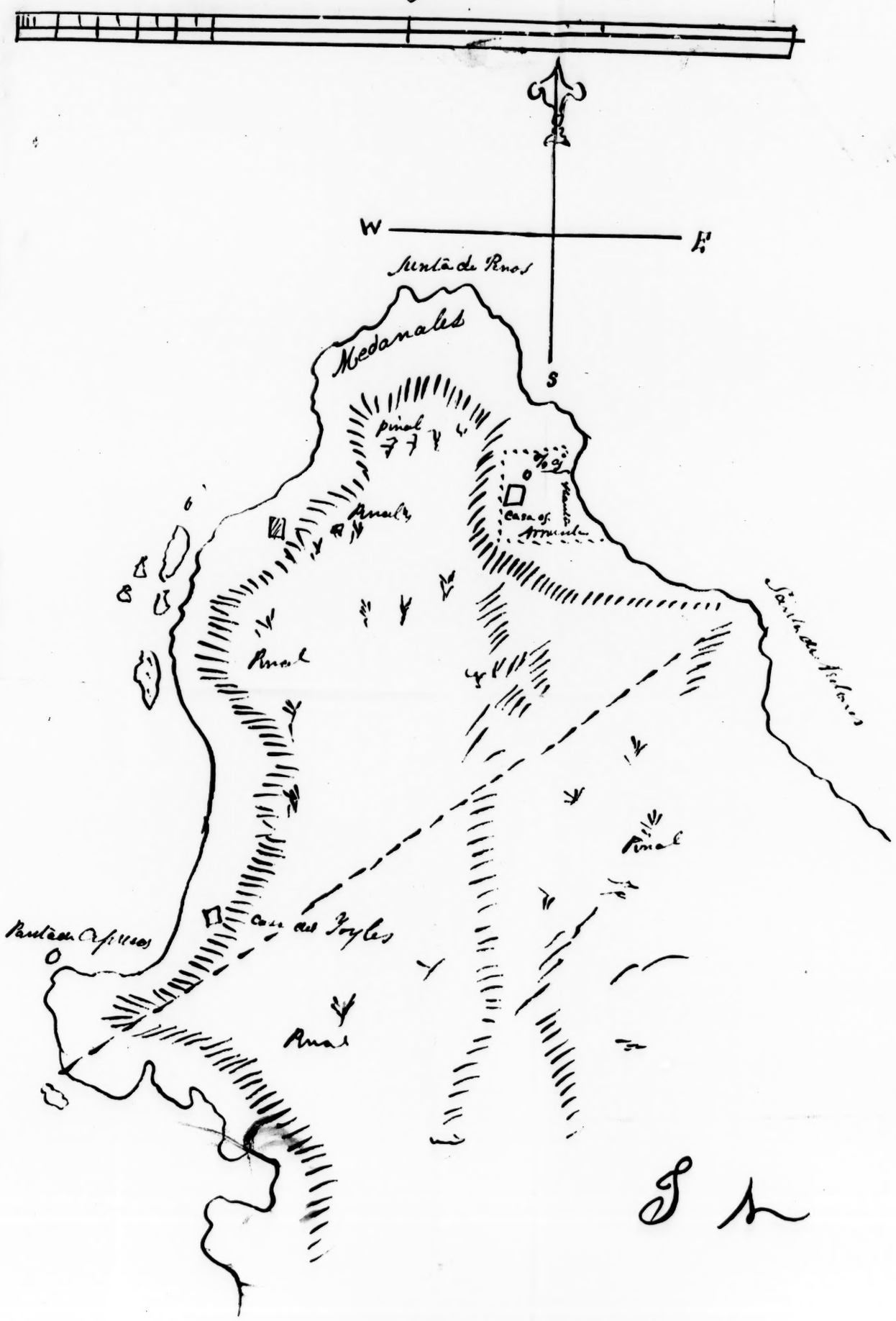


Nro 294 Alc. de V. de Sisco - Folio 97

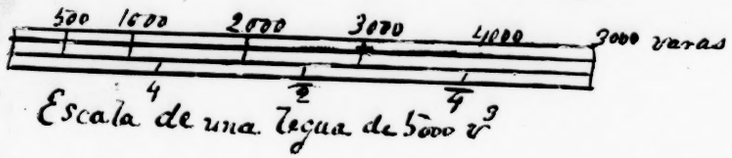
A No 6

10

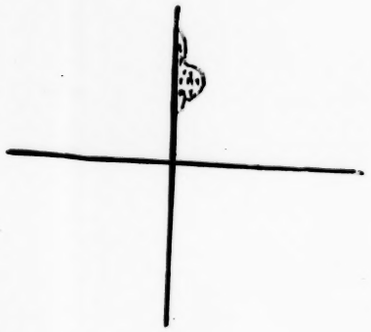
Escala de una Legua de 800 Vs.

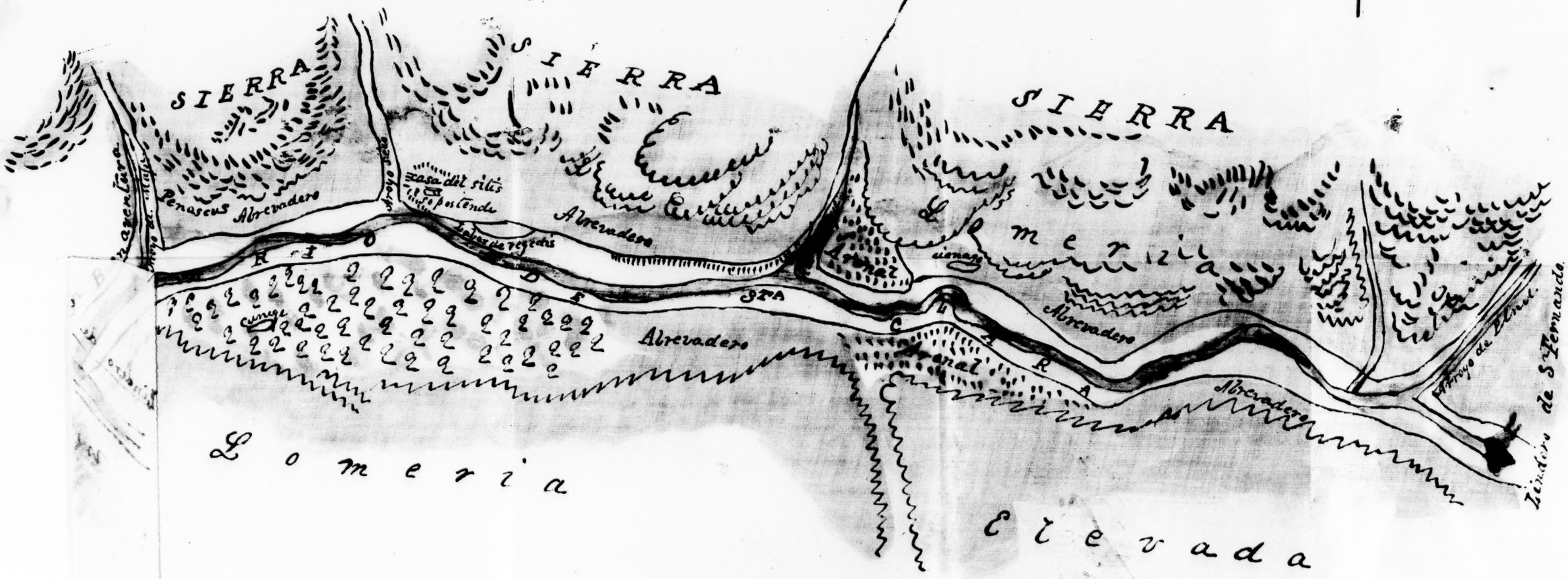


No. 296 - U. S. vs Mora -
& page 19

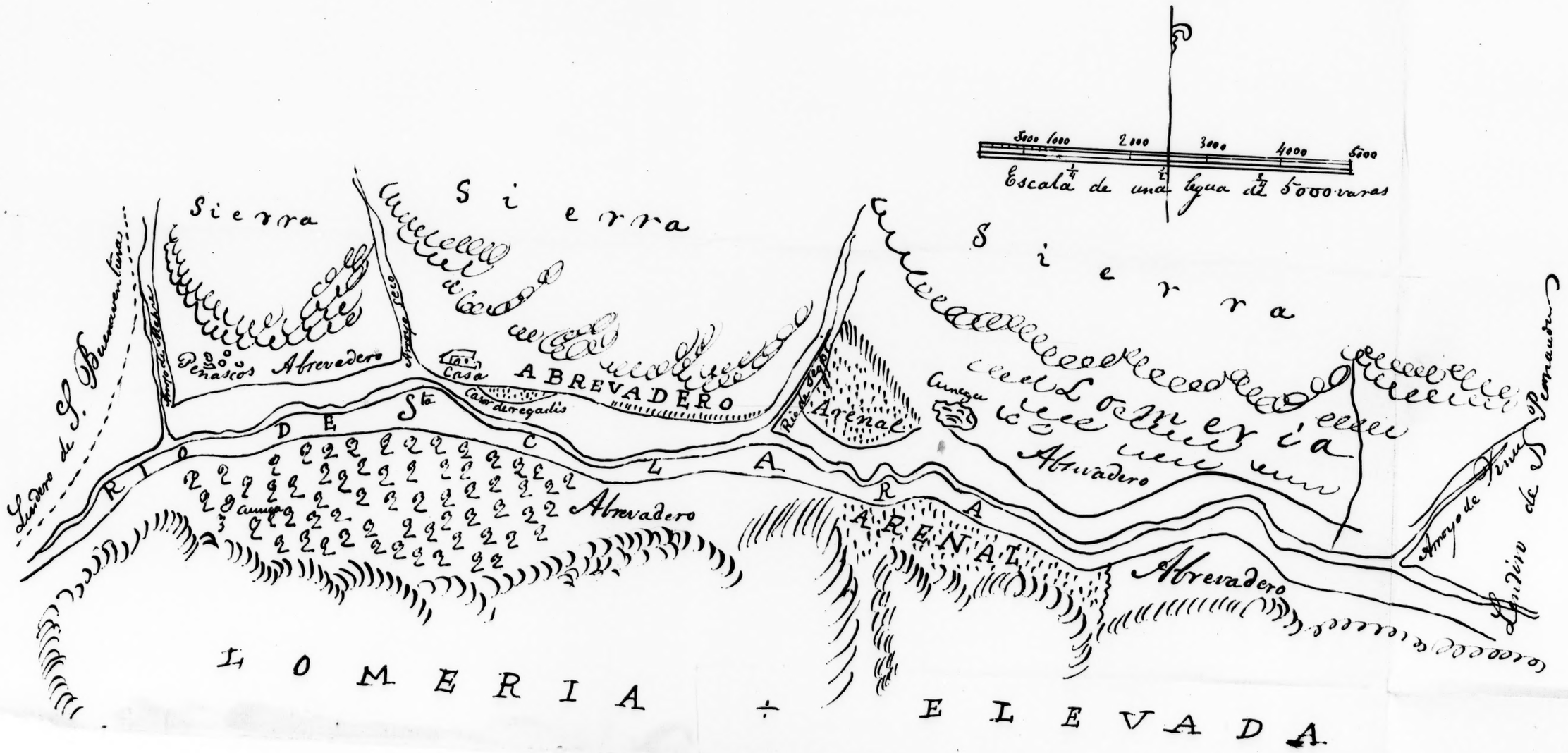


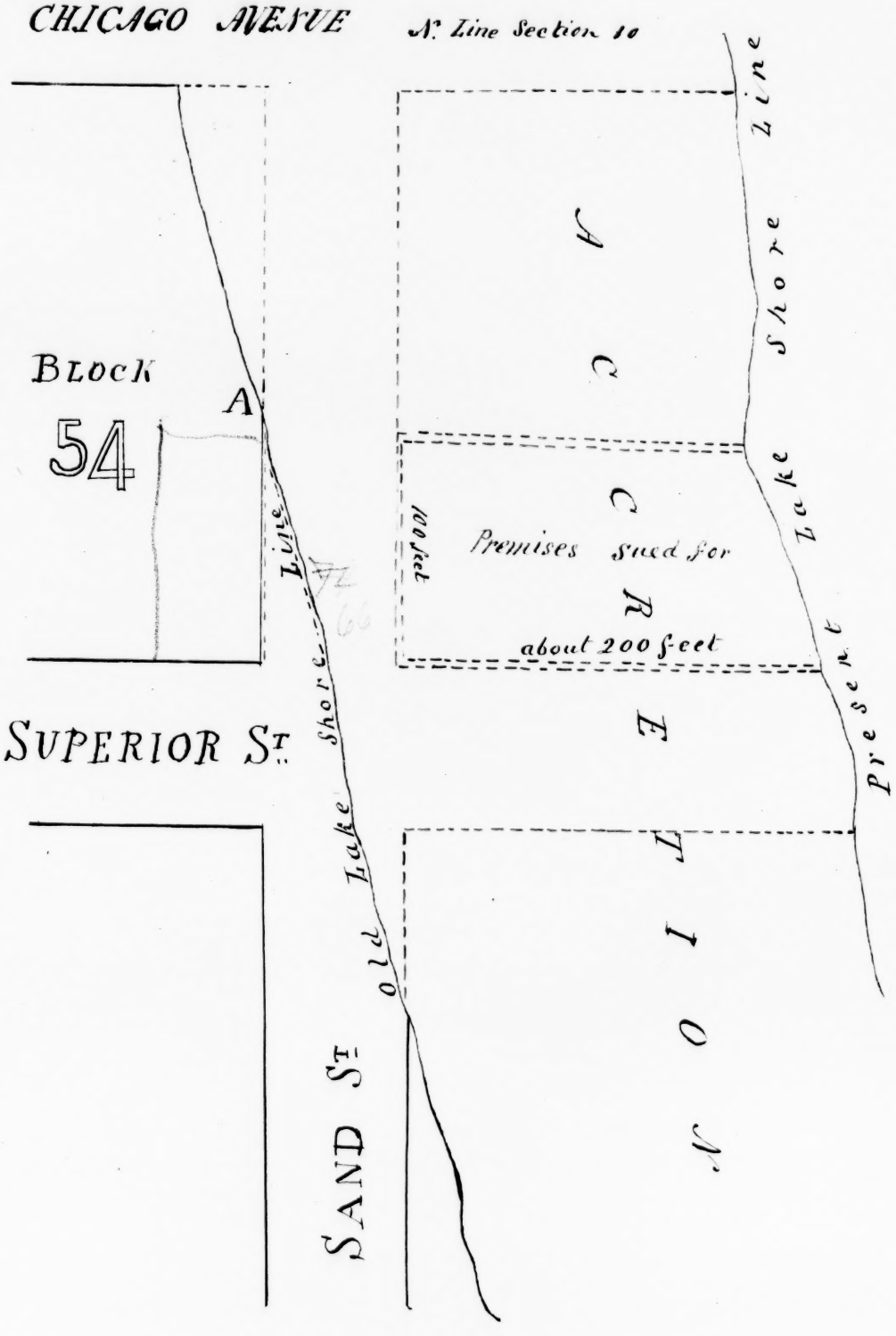
Escala de una legua de 5000 v.s





Nº 296 MS. de Moro
page 44





Platt refered to in foregoing Exceptions

Wm H Bradley Ch

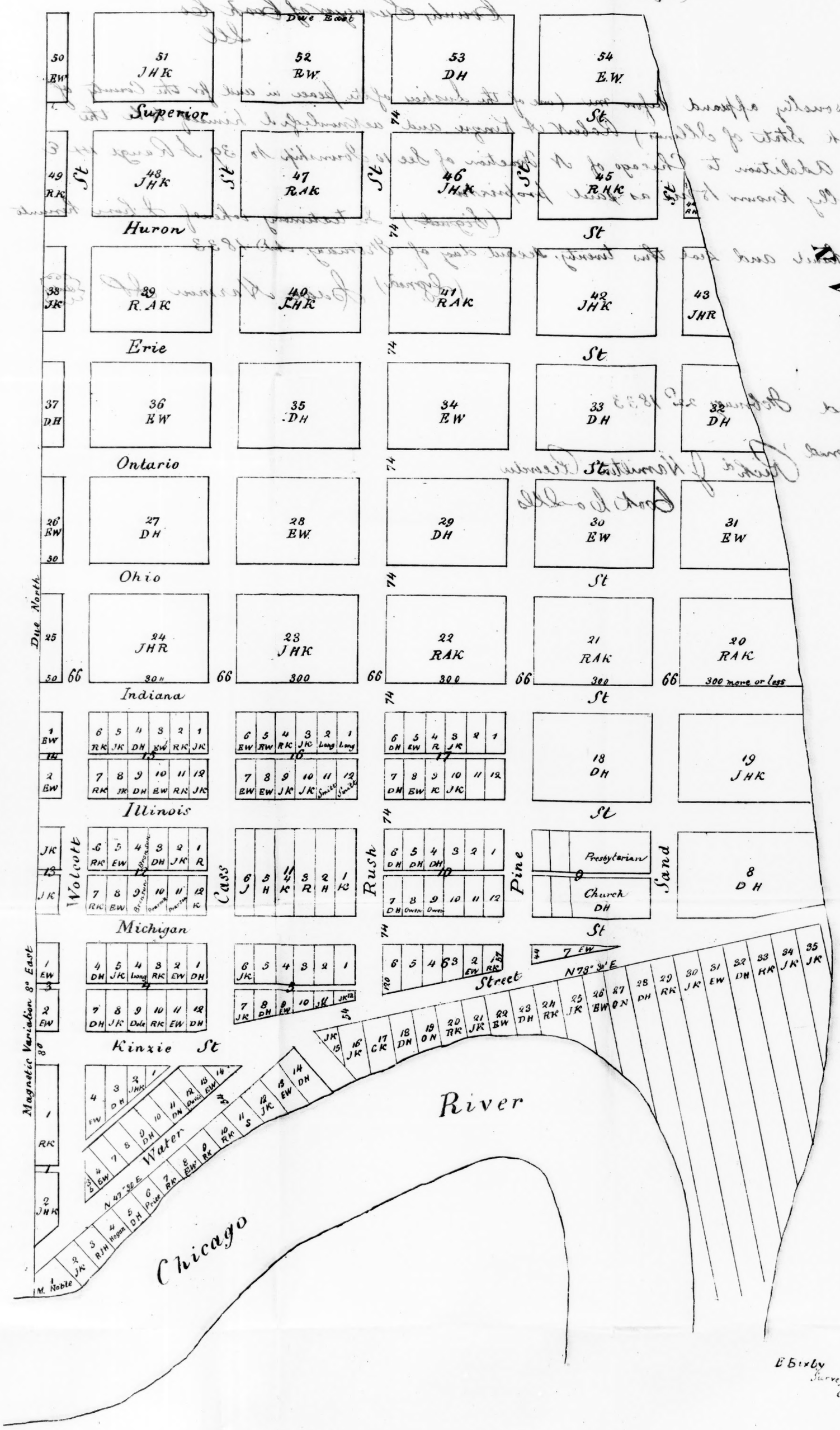
No 224 Sambo vs Cyclone
p. 20.

No 224 Banks vs Ogden (additional Record)

KINZIE'S

Addition to Chicago, of North Fraction of Sec. 10 Township No. 39 N. Range 14 E of the 3rd P.M.

"Copy"



I CERTIFY

Recorders Office 3 This is to certify that the foregoing Plat of
Cook County Illinois 3 Kinzies Addition was left for Record in the
3 twenty second day of February AD 1833 and recorded in the eighteenth
day of January AD 1834 in Book of, Page 344 & 312

(Signed) Richd A Hamilton Recorder

Record Office 3 This is to certify that the
Cook County Ills 3 is recorded in Book 14
3 of Deeds Page 375
in this 20th day of July AD 1847

(Signed) Lyman Egan Recorder